SERFF Tracking Number:
 NALH-127938913
 State:
 Arkansas

 Filing Company:
 North American Company for Life and Health
 State Tracking Number:
 50591

Insurance

Company Tracking Number: FORM 2540 ET AL

TOI: L091 Individual Life - Flexible Premium Sub-TOI: L091.001 Single Life

Adjustable Life

Product Name: Form 2540 et al

Project Name/Number: Form 2540 et al/Form 2540 et al

### Filing at a Glance

Company: North American Company for Life and Health Insurance

Product Name: Form 2540 et al SERFF Tr Num: NALH-127938913 State: Arkansas TOI: L09I Individual Life - Flexible Premium SERFF Status: Closed-Approved- State Tr Num: 50591

Adjustable Life Closed

Sub-TOI: L09I.001 Single Life Co Tr Num: FORM 2540 ET AL State Status: Approved-Closed

Filing Type: Form Reviewer(s): Linda Bird

Author: Sherry M. Olson Disposition Date: 01/05/2012

Date Submitted: 12/29/2011 Disposition Status: Approved-

Closed

Implementation Date Requested: On Approval Implementation Date:

State Filing Description:

#### **General Information**

Project Name: Form 2540 et al Status of Filing in Domicile: Not Filed

Project Number: Form 2540 et al Date Approved in Domicile:

Requested Filing Mode: Review & Approval Domicile Status Comments: This filing was

submitted to the Interstate Compact, which North American's domicile state of Iowa is a

member of.

Explanation for Combination/Other: Market Type: Individual Submission Type: New Submission Individual Market Type:

Overall Rate Impact: Filing Status Changed: 01/05/2012
State Status Changed: 01/05/2012

Deemer Date: Created By: Sherry M. Olson

Submitted By: Sherry M. Olson Corresponding Filing Tracking Number:

Filing Description:

Re: North American Company for Life and Health Insurance

NAIC #66974 FEIN # 36-2428931

Policy Form 2540 11-11, Flexible Premium Adjustable Life Insurance Policy

Policy Form 2560 11-11, Flexible Premium Adjustable Life Insurance Policy

Rider Form 4583 11-11, Flexible Premium Deferred Annuity Rider

Insurance

Company Tracking Number: FORM 2540 ET AL

TOI: L091 Individual Life - Flexible Premium Sub-TOI: L091.001 Single Life

Adjustable Life

Product Name: Form 2540 et al

Project Name/Number: Form 2540 et al/Form 2540 et al

Form 82-37 (12-11), Guaranteed Issue Application for Individual Life Insurance

NOTE: This filing is similar to Midland National Life Insurance Company's filing SERFF Tr #: NALH-127866898, approved by your Department on 12/13/2011. Except for the company names and form numbers, Policy Form 2540 11-11, Policy Form 2560 11-11 and Rider Form 4583 11-11 are identical to Midland National forms approved under NALH-127866898.

We are filing these forms for review and approval. These are new forms and do not replace any forms currently on file. The forms are laser printed and we reserve the right to change logos, company address, fonts and layouts. We certify the font size will never be less than the minimum 10 point required.

These forms are individual flexible premium adjustable life insurance policies. Generally, they be available in the bank-, credit union- or corporate-owned life insurance market where they are designed for purchase in connection with non-qualified deferred compensation plans. They will be distributed by specialized agents who focus on this market. Please see the attached actuarial memorandum for additional details.

Form 2540 11-11 and Form 2560 11-11 are individual Flexible Premium Adjustable Life Policy forms that pay the death benefit upon the death of the Insured. Issue ages are 18-85. The policy language is identical in both forms. Form 2540 11-11 will be used with full underwriting and Form 2560 11-11 will be used with guaranteed issue underwriting.

Both policy forms will be illustrated. Enclosed is a certification from the Illustration Actuary.

Rider Form 4583 11-11 is a flexible premium deferred annuity rider available for issue ages 18-65. It will only be available with Policy Forms 2540 11-11 and 2560 11-11. The rider is optional and may be added to new issues or to existing policies at the written request of the policyowner. There is no cost for the rider. The rider accumulates flexible premium payments at a declared interest rate. The minimum guaranteed interest rate is 2.0%.

Form 82-37 (12-11) will be used to apply for North American's approved individual life insurance policies available in the bank, credit union- or corporate-owned life insurance market. It will be used with policies applied for on a guaranteed issue basis, including Policy Form 2560 11-11 and future approved policy forms.

If you need any additional information to complete your review, please feel free to contact me at 800-283-5433, ext. 36223 or at solson@sfgmembers.com

Sincerely,

Insurance

Company Tracking Number: FORM 2540 ET AL

TOI: L091 Individual Life - Flexible Premium Sub-TOI: L091.001 Single Life

Adjustable Life

Product Name: Form 2540 et al

Project Name/Number: Form 2540 et al/Form 2540 et al

Sherry Olson

Senior Contract Analyst

Corporate Markets Center

Midland National Life Insurance Company &

North American Company for Life and Health Insurance

### **Company and Contact**

**Filing Contact Information** 

Sherry Olson, Senior Contract Analyst solson@mnlife.com
2000 44th St. South, Suite 300 701-433-6223 [Phone]
Fargo, ND 58103 701-433-8223 [FAX]

**Filing Company Information** 

North American Company for Life and Health CoCode: 66974 State of Domicile: Iowa

Insurance

Principal Office: 4601 Westown Parkway - Group Code: 431 Company Type: Life and Annuity

Suite 300

West Des Moines, IA 50266 Group Name: State ID Number:

(800) 800-3656 ext. [Phone] FEIN Number: 36-2428931

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### **Filing Fees**

Fee Required? Yes
Fee Amount: \$200.00

Retaliatory? No

Fee Explanation: \$50 per form x 4 forms

Per Company: No

COMPANY AMOUNT DATE PROCESSED TRANSACTION #

North American Company for Life and Health \$200.00 12/29/2011 54916312

Insurance

In surance

Company Tracking Number: FORM 2540 ET AL

TOI: L091 Individual Life - Flexible Premium Sub-TOI: L091.001 Single Life

Adjustable Life

Product Name: Form 2540 et al

Project Name/Number: Form 2540 et al/Form 2540 et al

### **Correspondence Summary**

#### **Dispositions**

Status	Created By	Created On	Date Submitted
Approved- Closed	Linda Bird	01/05/2012	01/05/2012

Insurance

Company Tracking Number: FORM 2540 ET AL

TOI: L091 Individual Life - Flexible Premium Sub-TOI: L091.001 Single Life

Adjustable Life

Product Name: Form 2540 et al

Project Name/Number: Form 2540 et al/Form 2540 et al

### **Disposition**

Disposition Date: 01/05/2012

Implementation Date:
Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

 SERFF Tracking Number:
 NALH-127938913
 State:
 Arkansas

 Filing Company:
 North American Company for Life and Health
 State Tracking Number:
 50591

In surance

Company Tracking Number: FORM 2540 ET AL

TOI: L091 Individual Life - Flexible Premium Sub-TOI: L091.001 Single Life

Adjustable Life

Product Name: Form 2540 et al

Project Name/Number: Form 2540 et al/Form 2540 et al

Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification		Yes
Supporting Document	Application		Yes
Supporting Document	Health - Actuarial Justification		No
Supporting Document	Outline of Coverage		No
Supporting Document	Actuarial Memorandum & Current Cost o Insurance Rates	f	No
Supporting Document	Statement of Variability		Yes
Supporting Document	Illustration Actuary Certification and		No
	Sample Illustration		
Form	Flexible Premium Adjustable Life		Yes
	Insurance Policy		
Form	Flexible Premium Adjustable Life		Yes
	Insurance Policy		
Form	Flexible Premium Deferred Annuity Rider		Yes
Form	Guaranteed Issue Application for		Yes
	Individual Life Insurance		

In surance

Company Tracking Number: FORM 2540 ET AL

TOI: L091 Individual Life - Flexible Premium Sub-TOI: L091.001 Single Life

Adjustable Life

Product Name: Form 2540 et al

Project Name/Number: Form 2540 et al/Form 2540 et al

### **Form Schedule**

#### **Lead Form Number:**

Schedule Item Status	Form Number	Form Type	e Form Name	Action	Action Specific Data	Readability	Attachment
	Form 2540 11-11	•	t Flexible Premium Adjustable Life Insurance Policy	Initial		58.100	NA Policy Form 2540 11-11 basic final.pdf
	Form 2560 11-11	•	t Flexible Premium Adjustable Life Insurance Policy	Initial		58.100	NA Policy Form 2560 11-11 basic final.pdf
	Form 4583 11-11	•	n	Initial		59.500	NA Form 4583 11-11 basic final 12- 1.pdf
	Form 82-37 (12-11)		Guaranteed Issue Application for Individual Life Insurance	Initial		50.300	NA Form 82- 37 _12-11_ basic.pdf



#### North American Company for Life and Health Insurance

**Principal Office**: 4350 Westown Parkway • West Des Moines • IA • 50266 **Corporate Markets Center**: 2000 44th Street South, Suite 300 • Fargo • ND • 58103

A Stock Company www.sfgcorpmarkets.com

## FLEXIBLE PREMIUM ADJUSTABLE UNIVERSAL LIFE INSURANCE POLICY

BENEFITS, VALUES, PERIODS OF COVERAGE OR PREMIUMS ARE ON AN INDETERMINATE BASIS

NON-PARTICIPATING - NOT ELIGIBLE FOR DIVIDENDS

In this Policy, North American Company for Life and Health Insurance is referred to as "We", "Us", "Our", or the "Company". "You" and "Your" refer to the Owner.

We agree to pay to the Beneficiary the Death Benefit upon the Insured's death prior to the Maturity Date while this Policy is in effect. Payment will be made upon receipt at Our Corporate Markets Center of due proof of the Insured's death. If the Insured is living on the Maturity Date, the Surrender Value will be paid to You. This agreement is subject to the terms of this Policy.

**CONSIDERATION** - This Policy is issued in consideration of any application(s) and payment of the first Premium.

#### PLEASE READ THIS POLICY CAREFULLY

This Policy is a legal contract between the Policyowner and North American Company for Life and Health Insurance.

#### 20 DAY RIGHT TO CANCEL

It is important to Us that You are satisfied with this Policy and that it meets Your insurance goals. Read it carefully. If You are not satisfied with it You may return it to Corporate Markets Center or to Your agent within 20 days after You receive it. Within 10 days after We receive the returned Policy, We will then void it as of the Effective Date as though it was never issued and We will refund all Premiums that have been paid.

Issued and Signed by North American Company for Life and Health Insurance.

President

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### RIDERS, ENDORSEMENTS OR AMENDMENTS

Riders, endorsements, or amendments, if any, follow page 15.

#### \*\*\*\*\* SPECIFICATIONS PAGE \*\*\*\*\*

#### \*\*\*SCHEDULE OF BENEFITS\*\*\*

TYPE BASIC BENEFIT AMOUNT MATURITY DATE FORM

[FLEXIBLE PREMIUM [\$25,000] [01-01-2098]\* 2540

ADJUSTABLE LIFE]

\*\*\*SCHEDULE OF PREMIUMS\*\*\*

AMOUNT PERIOD [8344.27] [86 YEARS]

**GUARANTEED INTEREST RATE: 2.5%** 

\* EVEN IF PLANNED PERIODIC PREMIUMS ARE PAID, THIS POLICY MAY TERMINATE PRIOR TO THE MATURITY DATE BECAUSE THE CURRENT COST OF INSURANCE AND INTEREST RATES ARE NOT GUARANTEED, POLICY LOANS AND WITHDRAWALS MAY BE TAKEN, AND YOU MAY CHANGE YOUR DEATH BENEFIT OPTION, OR BECAUSE OF OTHER REQUESTED CHANGES TO THE SPECIFCIED AMOUNT. WE WILL PAY THE SURRENDER VALUE ON THE MATURITY DATE. IF COVERAGE CONTINUES TO THE MATURITY DATE, THERE MAY BE LITTLE OR NO SURRENDER VALUE PAYABLE

THE INSURANCE DEPARTMENT OF THE STATE IN WHICH THIS POLICY WAS DELIVERED MAY BE CONTACTED BY CALLING [(XXX-XXX-XXXX]

INSURED: ISSUE AGE AND SEX: RATE CLASS: [JOHN DOE] [35] [MALE] [PREFERRED]

EFFECTIVE DATE: [JANUARY 1, 2012] POLICY NUMBER: [01232090]

ISSUE DATE: [JANUARY 1, 2012] BASIC BENEFIT AMOUNT: [\$25,000]

OWNER: [THE INSURED] DEDUCTION DAY: [THE 1ST DAY

OF EACH MONTH

DEATH BENEFIT OPTION: [1 LEVEL DEATH BENEFIT]

FORM 2540 1 11-11 PAGE: 1

INSURED: [JOHN DOE] POLICY NUMBER: [01232090]

# TABLE OF MONTHLY GUARANTEED COST OF INSURANCE RATES PER \$1,000 2001 CSO [MALE]

POLICY DURATION	INSURANCE RATE	POLICY DURATION	INSURANCE RATE
1	0.10089	44	4.84012
2	0.10673	45	5.41330
3	0.11174	46	6.04178
4	0.12008	47	6.76172
5	0.12842	48	7.51460
6	0.13760	49	8.33044
7	0.14929	50	9.24138
8	0.16348	51	10.27544
9	0.17934	52	11.43495
10	0.19939	53	12.71507
11	0.22110	54	14.10525
12	0.24199	55	15.59358
13	0.26455	56	17.17057
14	0.27792	57	18.67330
15	0.29381	58	20.26544
16	0.31387	59	21.97376
17	0.33896	60	23.81218
18	0.37327	61	25.79274
19	0.41176	62	27.64147
20	0.45949	63	29.65378
21	0.51563	64	31.85097
22	0.57515	65	34.25958
23	0.63891	66	36.90863
24	0.69179	67	39.06362
25	0.75227	68	41.41764
26	0.82540	69	43.99544
27	0.91627	70	46.82418
28	1.02661	71	49.93704
29	1.14974	72	53.37325
30	1.27896	73	57.18462
31	1.41513	74	61.42909
32	1.55235	75	66.18205
33	1.68978	76	71.53882
34	1.83933	77	77.62686
35	1.99167	78	83.33333
36	2.17329	79	83.33333
37	2.37666	80	83.33333
38	2.64823	81	83.33333
39	2.93182	82	83.33333
40	3.23010	83	83.33333
41	3.56144	84	83.33333
42	3.92357	85	83.33333
43	4.34571	86	83.33333

MINIMUM BASIC BENEFIT AMOUNT: [\$25,000]

FORM 2540 2 11-11 PAGE: 2

INSURED: [JOHN DOE] POLICY NUMBER: [01232090]

#### TABLE OF POLICY VALUE PERCENTAGES

INSURED ATTAINED		INSURED ATTAINED		INSURED ATTAINED	
AGE	%	AGE	%	AGE	%
7.02	,0	7.02	,,	7.02	,,
35	[475.69]%	57	[230.12]%	79	[134.38]%
36	[459.43]%	58	[223.43]%	80	[132.01]%
37	[443.75]%	59	[216.98]%	81	[129.78]%
38	[428.60]%	60	[210.78]%	82	[127.70]%
39	[414.03]%	61	[204.84]%	83	[125.75]%
40	[399.99]%	62	[199.18]%	84	[123.91]%
41	[386.47]%	63	[193.80]%	85	[122.19]%
42	[373.47]%	64	[188.70]%	86	[120.59]%
43	[360.98]%	65	[183.85]%	87	[119.10]%
44	[349.01]%	66	[179.23]%	88	[117.73]%
45	[337.54]%	67	[174.82]%	89	[116.47]%
46	[326.55]%	68	[170.58]%	90	[115.31]%
47	[316.01]%	69	[166.50]%	91	[114.23]%
48	[305.90]%	70	[162.58]%	92	[113.19]%
49	[296.10]%	71	[158.80]%	93	[112.16]%
50	[286.64]%	72	[155.18]%	94	[111.13]%
51	[277.50]%	73	[151.76]%	95	[110.05]%
52	[268.71]%	74	[148.50]%	96	[108.87]%
53	[260.28]%	75	[145.39]%	97	[107.47]%
54	[252.20]%	76	[142.43]%	98	[105.70]%
55	[244.49]%	77	[139.60]%	99	[103.33]%
56	[237.14]%	78	[136.92]%	100+	[100.00]%

NOTE: THE PERCENTAGES ABOVE ARE ADJUSTED BY FACTORS OF 1 PLUS THE MONTHLY GUARANTEED INTEREST RATE AND 1.0032737.

INQUIRIES REGARDING YOUR POLICY SHOULD BE DIRECTED TO YOUR AGENT OR TO OUR CORPORATE MARKETS CENTER AT THE FOLLOWING ADDRESS:

NORTH AMERICAN COMPANY FOR LIFE AND HEALTH INSURANCE [ATTN: POLICYOWNER SERVICE CORPORATE MARKETS CENTER 2000 44TH ST. S, SUITE 300 FARGO, ND 58103 (800) 283-5433]

FORM 2540 2.1 11-11 PAGE: 2.1

INSURED: [JOHN DOE] POLICY NUMBER: [ 01232090]

#### MAXIMUM SURRENDER CHARGE SCHEDULE

THE MAXIMUM SURRENDER CHARGE IS THE PERCENTAGE OF THE POLICY VALUE ON THE DATE OF SURRENDER AS SHOWN IN THE TABLE BELOW.

POLICY YEAR	PERCENT OF POLICY VALUE	POLICY YEAR	PERCENT OF POLICY VALUE
1	3%	8	2%
2	3%	9	2%
3	3%	10	1%
4	3%	11	1%
5	3%	12	1%
6	3%	13+	0%
7	2%		

FOR THE PURPOSES OF DETERMINING THE AMOUNT OF ANY SURRENDER OR WITHDRAWAL FROM THIS CONTRACT THAT IS INCLUDABLE IN GROSS INCOME, ALL CONTRACTS CLASSIFIED AS MODIFIED ENDOWMENT CONTRACTS BY THE INTERNAL REVENUE CODE THAT ARE ISSUED BY THE SAME COMPANY TO THE SAME POLICY OWNER WITHIN A CALENDAR YEAR ARE TREATED AS ONE MODIFIED ENDOWMENT CONTRACT.

NORTH AMERICAN COMPANY FOR LIFE AND HEALTH INSURANCE	ACCEPTED BY THE POLICY OWNER
(SIGNATURE)	(SIGNATURE)
(PRINT NAME)	(PRINT NAME)
(TITLE)	(TITLE)
(DATE)	(DATE)

FORM 2540 3 11-11 PAGE: 3

#### **Definitions**

The following are key words used in this Policy. They are important in describing both Your rights and Ours. As You read Your Policy, refer back to these definitions.

Attained Age The Insured's age on this Policy's Effective Date increased by the number of years the

Policy has been in effect.

Beneficiary The person(s), company, estate or trust You last named during the Insured's life to

receive this Policy's Proceeds when the Insured dies.

**Deduction Day**The date We deduct all costs of insurance from the Policy Value. We show the Monthly

Deduction Day on page 1.

Effective Date The date when this Policy begins and from which Policy anniversaries, years and

months are set. We show the Effective Date on page 1 or any endorsement.

Grace Period If the Surrender Value is not enough to equal the Monthly Deduction on any Deduction

Day, the Grace Period begins. The Grace Period is the next 60 days.

**In Effect** The Insured's life remains insured under this Policy's terms.

Insured The person whose life is insured under this Policy as shown on page 1 or any

endorsement.

**Issue Age** The Insured's age at the birthday nearest the Effective Date.

Issue Date The date We show on page 1 from which We measure Incontestability and Suicide

provisions.

Maturity Date The date coverage under this Policy terminates and the Policy's Surrender Value, if any,

becomes payable to You provided this Policy is then in effect and the Insured is alive.

The Maturity Date is shown on page 1 or any endorsement

Monthly Deduction The amount We subtract from the Policy Value for all costs of insurance for the Policy

and any attached riders.

**Policy Anniversary** The day and month every year that is the same as Your Effective Date.

**Policy Duration** Each successive twelve-month period measured from the Effective Date.

**Policy Value** The value of this Policy if it remains in effect. The Policy Value is not available in cash.

**Premium** The amount paid to purchase or maintain the Policy and any riders.

**Proceeds** The amount this Policy pays at death

Surrender Value The Policy Value less the surrender charge and any Policy Loans and loan interest

owed to Us.

Written Notice A signed written form from You satisfactory to Us and received and filed by Us at Our

Corporate Markets Center.

#### **General Provisions**

#### Consideration

This Policy is issued in consideration of the application and payment of the first Premium.

#### **Entire Contract**

This Policy, the application(s) and any supplemental applications that We endorse upon or attach to the Policy when We issue or deliver it are the entire contract. We attached a copy of any application when We issued this Policy, and We will attach any supplemental applications to or endorse them on this Policy when the supplemental coverage becomes effective. We consider all statements made in any application, except in the case of fraud, to be representations and not warranties. No statement will be used to void this Policy unless contained in the application or in an application for an increase in the basic benefit amount. No change or waiver of any part of this Policy will be valid unless one of Our officers states it in writing. No agent or other person can change or waive any part of this Policy.

For purposes of this provision, "Policy" includes any riders, endorsements or amendments.

#### Incontestability

We cannot contest this Policy or any rider attached to it as to statements contained in the application after it has been in effect, during the Insured's lifetime, for two years from its Issue Date, except for:

- 1) Non-payment of Premium
- 2) Fraud, when permitted by applicable state law in the state where this Policy is issued or delivered.

We cannot contest any increase in basic benefit amount as to statements made in the application for the increase in basic benefit amount after it has been in effect during the Insured's lifetime, for two years following the increase in basic benefit amount.

We cannot contest this Policy or any riders attached to it after it has been in effect, during the Insured's lifetime, for two years from its reinstatement date. We can only contest statements contained in the reinstatement application.

#### Suicide

If the Insured, whether sane or insane, dies by suicide within two years from the Issue Date, Our liability will be limited to the Premiums paid less any partial surrenders, Policy Loans and loan interest due to Us. A new two year period will apply for each increase in basic benefit amount. Our liability will be limited to the total Monthly Deduction for each increase in basic benefit amount.

## Misstatement of Age or Sex

If the Insured's age or sex has been misstated, We will adjust the Death Benefit to equal the Policy Value minus any unpaid Policy Loans and loan interest, plus the amount of insurance coverage that the most recent monthly cost of insurance deduction would have purchased at the correct age and sex.

#### **Assignment**

You may assign this Policy, subject to any amount You owe to Us on this Policy. We will only be bound by an assignment if We receive it at Our Corporate Markets Center and it is accepted and recorded by Us. We are not liable for any payment made by Us before We record the assignment. The assignment takes effect on the date You sign it. We will not be liable for the validity of any assignment.

#### **Annual Report**

We will send You a report yearly which shows the following amounts for this Policy and any riders attached to it as of the end of the current report period:

- 1. The beginning and end dates of the current period;
- 2. The Policy Value at the beginning and at the end of the current report period;
- The total amounts We credited and debited to the Policy Value since the last report period;
- 4. The current Death Benefit;
- 5. The Surrender Value; and,
- 6. Any unpaid Policy Loans and loan interest.

After this Policy has been In Effect for one year or more, at Your request We will provide an illustration of current and future benefits and values based on guaranteed and non-guaranteed assumptions once annually free of charge. We may charge a service fee that will not exceed \$25 for additional requests.

#### **Termination**

All coverage this Policy provides will end on the earliest of the following:

- 1. The Deduction Day on or following the date We receive Written Notice of surrender of this Policy for its full Surrender Value.
- 2. The Insured's death.
- 3. The end of the Grace Period.
- 4. The Maturity Date.

Any riders will also terminate unless the rider states otherwise.

#### Nonparticipation

This Policy is nonparticipating and does not share in Our earnings. You will not receive any dividends.

#### Right to Amend Policy and Disclaimer

The Internal Revenue Code sets forth certain requirements that policies such as this must meet to qualify for treatment as life insurance. We base the calculations and provisions of this Policy on these requirements. We have the right to amend this Policy so it remains qualified for treatment as a life insurance policy. You have the right to refuse any amendment.

#### **Benefits**

#### **Death Benefit**

We will pay this Policy's Proceeds to the Beneficiary when We receive due proof that the Insured died while this Policy was in effect, subject to any prior assignment. The Proceeds payable at the Insured's death are:

- The Death Benefit described below;
- Plus additional Death Benefits provided on the Insured's life by any attached rider;
- Plus interest from the date of the Insured's death until the date the Proceeds are paid at a rate not less than 2.5% or such minimum rate as required by law;
- · Minus any unpaid Policy Loans and loan interest; and,
- Minus any Monthly Deductions if the Insured dies during the Grace Period.

We will pay the Proceeds in one lump sum, unless You or the Beneficiary request otherwise and We approve the request. The Beneficiary must file a Written Notice with Us to receive payment.

To the extent allowed by law, no payment of Proceeds or interest will be subject to creditors' claims.

## Death Benefit Options

There are two Death Benefit Options as follows:

**Death Benefit Option 1:** This is a level Death Benefit. The Death Benefit will be the greater of 1 or 2 below:

- 1. The basic benefit amount on the date of the Insured's death; or,
- 2. The percentage of Policy Value shown in the Table of Policy Value Percentages on page 2.1.

**Death Benefit Option 2:** This is a return of Policy Value Death Benefit. The Death Benefit will be the greater of 1 or 2 below:

- 1. The basic benefit amount plus the Policy Value on the date of the Insured's death; or,
- 2. The percentage of Policy Value shown in the Table of Policy Value Percentages on page 2.1.

## Death Benefit Changes

You may change the basic benefit amount as provided for in this section, by Written Notice to Us. We will send You an endorsement to this Policy, which will show the Death Benefit change and the Effective Date of the change.

You may change the basic benefit amount, as follows:

- 1. Increase the basic benefit amount: While the Insured is alive, You may increase the basic benefit amount. The Insured's Attained Age must be less than or equal to Our published maximum Issue Age for this Policy. Each increase in the basic benefit amount must be at least \$25,000. Any increase will result in a larger Monthly Deduction. You must submit an application for the increase to Us and provide Us with satisfactory evidence that the Insured is insurable. Any increase We approve will take effect on the Deduction Day on or following the date We approve the increase in basic benefit amount.
- 2. Decrease the basic benefit amount: You may decrease the basic benefit amount, but the basic benefit amount may not be less than the minimum shown on page 2. We will not make a decrease that would disqualify this Policy as life insurance under the Internal Revenue Code. A decrease will result in a smaller Monthly Deduction. Any decrease will take effect on the Deduction Day on or following the date We receive Your Written Notice.
- **3.** Change the Death Benefit Option: You may change the Death Benefit Option. If the change is from:
  - 1. Death Benefit Option 2 to Death Benefit Option 1, the basic benefit amount will be increased by the Policy Value at that time.
  - 2. Death Benefit Option 1 to Death Benefit Option 2, the basic benefit amount will be decreased by the Policy Value at that time.

Any change will take effect on the Deduction Day on or following the date We receive Your Written Notice.

#### **Other Changes**

One of Our officers must approve any policy change that is not stated in this section. We will attach an approved change to this Policy as an endorsement. No agent can change any part of this Policy.

#### **Premiums**

#### **Premium Payments**

The first Premium is due on the Effective Date. After You have paid the first Premium, You can pay subsequent Premiums at any time. You may mail or deliver future Premium payments to Us or to a person authorized to accept Premium payments in exchange for a receipt signed by Our President, Secretary or Treasurer. You may increase, decrease, stop or restart Premium payments subject to the limits below. The actual amounts and timing of Premium payments will affect the Policy Values and amount and term of insurance. If You stop paying Premiums, coverage will continue subject to the Grace Period. Under conditions stated in the Grace Period provision, We may require You to pay Premiums to keep the Policy in effect. We may require satisfactory evidence of the insurability of the Insured if payment of a Premium during the current policy year would increase the difference between the Death Benefit and the Policy Value.

In order to preserve the favorable tax status of this Policy, We may:

- 1. Limit the amount of Premiums You may pay; and,
- 2. Return any Premiums that exceed limits under the tax laws of the United States or the state where We deliver this Policy.

#### Continuation of Insurance

This Policy will continue in effect until the Surrender Value on any Deduction Day is insufficient to pay the Monthly Deduction for that month. At that time, the Grace Period provisions will apply.

#### **Grace Period**

If the Surrender Value is not enough to pay the Monthly Deduction on any Deduction Day, the Grace Period begins.

The next 60 days is the Grace Period. We will send a notice of the Grace Period to Your last known address and to any assignee's last known address no later than 30 days prior to the end of the Grace Period.

During the Grace Period, coverage this Policy and any attached riders provide will continue. If the Insured dies during the Grace Period, We will deduct the Monthly Deduction from the Proceeds.

Any Premium payment during the Grace Period must be at least the amount that will continue this Policy in effect for the next two months. If You do not pay this Premium by the end of the Grace Period, this Policy will lapse without value. Any riders will also lapse without value unless the rider states otherwise. We will send a notice of lapsed Policy to Your last known address and to any assignee's last known address when the Grace Period ends.

#### Reinstatement

You may reinstate this Policy if it lapses. The basic benefit amount of the reinstated Policy cannot exceed the basic benefit amount when the Policy lapsed. The reinstated Policy will be in effect from the date of the reinstatement application, subject to Our approval. To reinstate this Policy, We will need:

- 1. Written Notice from You within five years after the Grace Period ends;
- 2. Satisfactory evidence of the Insured's insurability;
- 3. Payment of enough Premiums to keep the Policy in effect for two months from the Monthly Deduction Day following the reinstatement; and,
- 4. Payment or reinstatement of any Policy Loan.

We will adjust the Effective Date of this Policy if this Policy lapses during the surrender charge period shown on page 3. We will move the original Effective Date of this Policy forward the number of months this Policy was lapsed. The Surrender Value at reinstatement will be equal to the Surrender Value at the time of lapse. The surrender charge at reinstatement will be equal to the surrender charge at the time of lapse.

#### **Owner and Beneficiary**

#### **Owner**

While the Policy or any benefits provided by rider are in effect, You have all ownership rights.

You may change this Policy's owner. You must file a Written Notice with Us. After We receive the notice, it will take effect on the date You signed it, subject to payments made or other action We took before We received the notice.

#### **Beneficiary**

The Beneficiary is as named in the application, unless You have since changed the Beneficiary. Unless You request otherwise, the following will apply:

- 1. Beneficiaries will share Proceeds equally.
- 2. If any Beneficiaries die before the Insured, We will divide the shares equally among the surviving Beneficiaries.
- 3. If no Beneficiary survives the Insured, We will pay the Proceeds to You, if You are living, otherwise to Your estate.
- 4. If any Beneficiary dies at the same time as the Insured, or within 15 days after the Insured but before We receive proof that the Insured died while this Policy was in effect, we will pay the Proceeds as though the Beneficiary died first.

The amount we pay to each Beneficiary will be subject to any prior assignment You made. We will need any irrevocable Beneficiary's written consent to assign the Policy.

#### Change of Beneficiary

You may change the Beneficiary while the Insured is living. We will need any irrevocable Beneficiary's written consent for a change. The change will be subject to prior assignment.

You must file a Written Notice of the change with us. After We receive the notice, it will take effect on the date You signed it, subject to payments made or other action We took before We received the notice.

#### **Policy Loans**

#### **Policy Loans**

You may borrow an amount up to the maximum loan amount available on the sole security of this Policy. The maximum loan amount available will be the Surrender Value.

Loan interest accrues daily at 6.0% per year, which is calculated at 5.66% in advance. Interest is due in advance. When You make a loan, and at each anniversary, loan interest is due and payable in advance to the next anniversary. We add interest not paid when due to the loan balance and it will bear interest at the same rate as the loan. We will refund any unearned interest if You repay the Policy Loan.

You may repay all or any part of the loan at any time while this Policy is in effect by mailing or delivering payment to Us. If a Policy Loan is outstanding and You make a payment that is not designated as a Premium or loan payment, We will apply it as a loan payment.

When the loan amount exceeds the Surrender Value, this Policy will lapse without value 60 days after We send a notification to Your last known address and to any assignee's last known address. This Policy will stay in effect if You pay the amount shown on the notification to Us within 60 days.

We can postpone the loan for 6 months, except for loans to pay any Premiums to Us.

#### **Policy Value Provisions**

#### **Policy Value**

We calculate the Policy Value as follows:

On the Effective Date: The Policy Value will be the first Premium paid.

On each Deduction Day: We will calculate the Policy Value as follows:

- We will subtract from the Policy Value on the prior Deduction Day any Policy Value taken out since the prior Deduction Day and the Monthly Deduction for the prior policy month.
- 2. We will add the interest for the month on the difference.
- We will add all Premiums received since the prior Deduction Day, plus interest from the date received.

On any day other than a Deduction Day: We will calculate the Policy Value as follows:

- We will subtract from the Policy Value on the prior Deduction Day any Policy Value taken out since the prior Deduction Day and the Monthly Deduction for the prior policy month.
- We will add all Premiums received since the prior Deduction Day, plus interest from the date received.

#### **Monthly Deduction**

Each Monthly Deduction consists of the cost of insurance, plus the cost of additional benefits provided by any riders.

## Cost of Insurance Rate

We base the cost of insurance rate for the basic benefit amount on the:

- Insured's Issue Age;
- Insured's sex;
- Insured's rate class; and,
- Policy Duration from the Effective Date.

The cost of insurance rates will never be greater than those shown on page 2 for the basic benefit amount. We base the cost of insurance rates on future expectations as to investment earnings, mortality experience, persistency, expenses and federal income tax law. We will apply any change in cost of insurance rates to all insureds of the same class.

#### **Cost of Insurance**

We calculate the cost of insurance monthly on the Deduction Day. The cost of insurance depends on the Death Benefit Option in effect. We use the factor 1.0020598 to adjust for one month's interest.

We calculate the cost of insurance as follows:

#### **Death Benefit Option 1:**

When the Death Benefit is the basic benefit amount, We divide the basic benefit amount on the Deduction Day by 1.0020598. We subtract the Policy Value as of the prior Deduction Day less any Policy Value taken out since the prior Deduction Day from the result. We divide the difference by 1,000 and multiply the result by the cost of insurance rate.

#### **Death Benefit Option 2:**

When the Death Benefit is the basic benefit amount plus the Policy Value, We divide the basic benefit amount on the Deduction Day by 1.0020598. We divide this amount by 1,000 and multiply the result by the cost of insurance rate.

#### Death Benefit Option 1 or 2:

When the Death Benefit is a percent of the Policy Value, We divide the Death Benefit on the Deduction Day by 1.0020598. We subtract the Policy Value as of the prior Deduction Day less any Policy Value taken out since the prior Deduction Day from the result. We divide the difference by 1,000 and multiply the result by the cost of insurance rate.

#### **Interest Rate**

We will credit an interest rate of at least 0.20598% per month, compounded monthly, to the Policy Value, including any amount used as collateral for a Policy Loan. This is the same as 2.5% per year, compounded yearly. We may use interest rates greater than this rate to calculate Policy Values.

We will declare an interest rate each July 1 after the first Policy Anniversary, which We will credit to any Policy Value not used as collateral for a Policy Loan for the next twelve months. We will continue to credit interest of at least 2.5% per year to any Policy Value used as collateral for a Policy Loan.

The interest rate applicable to the calculation of all Policy Values will never be less than 2.5% per year, compounded yearly.

#### Surrender Value

You may surrender this Policy by Written Notice while the Insured is living. The Policy will end on the Deduction Day on or following the date We receive Written Notice of surrender. We may postpone payment of any surrender amount for up to six months. The Surrender Value is equal to the Policy Value, less any applicable surrender charge, less any Policy Loans and loan interest You owe to Us.

#### **Surrender Charge**

If You surrender this Policy during the first 12 policy years, We will impose a surrender charge. The surrender charge will be the amount of interest credited during the prior 12 months, or since the Effective Date if the Policy has been in effect less than 12 months, less the amount of interest that would have been credited had the interest rate been equal to an interest rate of 0.20598% per month. The surrender charge will not exceed the Maximum Surrender Charge shown on page 3. The surrender charge will never be greater than the amount allowed by law.

#### Types of Surrenders

There are two types of surrenders:

- Total: You surrender this Policy for its full Surrender Value. This Policy will then end
  on the Deduction Day on or following the date We receive Written Notice of
  surrender. We will pay the Surrender Value in one lump sum, unless You or the
  Beneficiary request otherwise and We approve the request.
- 2. **Partial:** You take out part of the Surrender Value.

You may not make a partial surrender during the first two policy years. You can make one partial surrender each following policy year. The amount taken out cannot exceed the Surrender Value minus the partial surrender fee. For partial surrender amounts exceeding 15% of the Policy Value on the date of the partial surrender request, the partial surrender fee is the percent of Policy Value shown on page 3 multiplied by the amount of the partial surrender in excess of 15% of the Policy Value. For all other partial surrender amounts, the partial surrender fee is zero. We will reduce the Policy Value by the amount surrendered plus the partial surrender fee. We may defer payment of any partial surrender for up to six months.

If Death Benefit Option 1 is in effect when You make Your request, We will also reduce the basic benefit amount by the amount surrendered plus the partial surrender fee. The reduced basic benefit amount must not be less than the minimum We show on page 2.

#### **Basis of Values**

We base the monthly guaranteed cost of insurance rates, minimum Policy Values, Surrender Values and single Premiums on the 2001 Commissioners' Standard Ordinary Gender Distinct Mortality Tables, age nearest birthday. We base Our calculations on the premise that deaths occur at the end of the policy year. We use an interest rate of 2.5% compounded yearly.

We will implement all calculations and assumptions in compliance with Section 7702 of the Internal Revenue Code (or any successor provision) to assure that the Policy is treated as a life insurance contract for tax purposes.

The Policy's Surrender Values and reserves are equal to or greater than those required by the state in which this Policy is delivered. The method used to determine these values and reserves is on file with state insurance departments. Surrender Values available under this Policy are not less than the minimum values required by or pursuant to the NAIC Universal Life Insurance Regulation, Model #585.

If a surrender occurs during the first 31 days of a policy year, the Surrender Value will not be less than it was on the first day of the policy year, less any subsequent Policy Loans and withdrawals.

#### **Additional Benefits**

## Option to Transfer the Insured

While the Policy is in effect, You may discontinue insurance on the Insured named in the Policy application and choose a new Insured. The new Insured must be under age 65 on the transfer date. Insurance will continue on the new Insured's life subject to this provision.

The owner must be the same as the owner to whom the Policy was originally issued.

To approve this transfer, We will need:

- 1. An application signed by You and the new Insured.
- 2. The Policy.
- 3. Satisfactory evidence of the new Insured's insurability.
- 4. A \$200 transfer fee.
- 5. Satisfactory evidence that You have an insurable interest in the new Insured.

The Surrender Value must be large enough to keep the Policy in effect to the next Policy Anniversary.

The transfer date is the date We approve the transfer. Coverage for the new Insured will be effective on the transfer date. We will send You an endorsement to the Policy to reflect the transfer. The basic benefit amount, Death Benefit Option, Policy Value, Surrender Value and any loan amounts as of the transfer date will remain the same. We will base the Monthly Deduction on the Policy Duration from the Effective Date and on the new Insured's Issue Age, sex and rate class.

If the new Insured's rate class changes from the time of application to the transfer date, the transfer will not take effect. To be effective, the transferred Policy must be delivered during the new Insured's lifetime.

After the transfer date, the new Insured's Issue Age will be the new Insured's age at the birthday nearest the Effective Date. If the Effective Date precedes the new Insured's birthdate, We will change the Effective Date to the first Policy Anniversary date following the birthdate.

We cannot contest the transferred Policy and any attached riders after they have been in effect during the new Insured's lifetime for two years from the transfer date.

Any prior benefit provisions a rider provides may be continued after the transfer date with Our consent. We will base the Monthly Deductions for these riders on the Policy Duration from the Effective Date and on the new Insured's Issue Age, sex and rate class.

If the new Insured, whether sane or insane, dies by suicide within two years from the transfer date, Our liability will be limited to:

- The Premiums paid since the transfer date.
- PLUS The Policy Value as of the transfer date.
- MINUS Any partial surrenders since the transfer date.
- MINUS Any unpaid Policy Loans and loan interest You owe to Us on the Policy.

## FLEXIBLE PREMIUM ADJUSTABLE UNVIERSAL LIFE INSURANCE POLICY

BENEFITS, VALUES, PERIODS OF COVERAGE OR PREMIUMS ARE ON AN INDETERMINATE BASIS

NON-PARTICIPATING - NOT ELIGIBLE FOR DIVIDENDS



#### North American Company for Life and Health Insurance

**Principal Office**: 4350 Westown Parkway • West Des Moines • IA • 50266 **Corporate Markets Center**: 2000 44th Street South, Suite 300 • Fargo • ND • 58103

A Stock Company www.sfgcorpmarkets.com

## FLEXIBLE PREMIUM ADJUSTABLE UNIVERSAL LIFE INSURANCE POLICY

BENEFITS, VALUES, PERIODS OF COVERAGE OR PREMIUMS ARE ON AN INDETERMINATE BASIS

NON-PARTICIPATING - NOT ELIGIBLE FOR DIVIDENDS

In this Policy, North American Company for Life and Health Insurance is referred to as "We", "Us", "Our", or the "Company". "You" and "Your" refer to the Owner.

We agree to pay to the Beneficiary the Death Benefit upon the Insured's death prior to the Maturity Date while this Policy is in effect. Payment will be made upon receipt at Our Corporate Markets Center of due proof of the Insured's death. If the Insured is living on the Maturity Date, the Surrender Value will be paid to You. This agreement is subject to the terms of this Policy.

**CONSIDERATION** - This Policy is issued in consideration of any application(s) and payment of the first Premium.

#### PLEASE READ THIS POLICY CAREFULLY

This Policy is a legal contract between the Policyowner and North American Company for Life and Health Insurance.

#### 20 DAY RIGHT TO CANCEL

It is important to Us that You are satisfied with this Policy and that it meets Your insurance goals. Read it carefully. If You are not satisfied with it You may return it to Corporate Markets Center or to Your agent within 20 days after You receive it. Within 10 days after We receive the returned Policy, We will then void it as of the Effective Date as though it was never issued and We will refund all Premiums that have been paid.

Issued and Signed by North American Company for Life and Health Insurance.

President

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### RIDERS, ENDORSEMENTS OR AMENDMENTS

Riders, endorsements, or amendments, if any, follow page 15.

#### \*\*\*\*\* SPECIFICATIONS PAGE \*\*\*\*\*

#### \*\*\*SCHEDULE OF BENEFITS\*\*\*

TYPE BASIC BENEFIT AMOUNT MATURITY DATE FORM

[FLEXIBLE PREMIUM [\$25,000] [01-01-2098]\* 2560

ADJUSTABLE LIFE]

\*\*\*SCHEDULE OF PREMIUMS\*\*\*

AMOUNT PERIOD [\$344.27] [86 YEARS]

**GUARANTEED INTEREST RATE: 2.5%** 

\* EVEN IF PLANNED PERIODIC PREMIUMS ARE PAID, THIS POLICY MAY TERMINATE PRIOR TO THE MATURITY DATE BECAUSE THE CURRENT COST OF INSURANCE AND INTEREST RATES ARE NOT GUARANTEED, POLICY LOANS AND WITHDRAWALS MAY BE TAKEN, AND YOU MAY CHANGE YOUR DEATH BENEFIT OPTION, OR BECAUSE OF OTHER REQUESTED CHANGES TO THE SPECIFCIED AMOUNT. WE WILL PAY THE SURRENDER VALUE ON THE MATURITY DATE. IF COVERAGE CONTINUES TO THE MATURITY DATE, THERE MAY BE LITTLE OR NO SURRENDER VALUE PAYABLE

THE INSURANCE DEPARTMENT OF THE STATE IN WHICH THIS POLICY WAS DELIVERED MAY BE CONTACTED BY CALLING [(XXX-XXX-XXXX]

INSURED: ISSUE AGE AND SEX: RATE CLASS: [JOHN DOE] [35] [MALE] [PREFERRED]

EFFECTIVE DATE: [JANUARY 1, 2012] POLICY NUMBER: [01232090]

ISSUE DATE: [JANUARY 1, 2012] BASIC BENEFIT AMOUNT: [\$25,000]

OWNER: [THE INSURED] DEDUCTION DAY: [THE 1ST DAY

OF EACH MONTH

DEATH BENEFIT OPTION: [1 LEVEL DEATH BENEFIT]

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INSURED: [JOHN DOE] POLICY NUMBER: [01232090]

# TABLE OF MONTHLY GUARANTEED COST OF INSURANCE RATES PER \$1,000 2001 CSO [MALE]

POLICY DURATION	INSURANCE RATE	POLICY DURATION	INSURANCE RATE
1	0.10089	44	4.84012
2	0.10673	45	5.41330
3	0.11174	46	6.04178
4	0.12008	47	6.76172
5	0.12842	48	7.51460
6	0.13760	49	8.33044
7	0.14929	50	9.24138
8	0.16348	51	10.27544
9	0.17934	52	11.43495
10	0.19939	53	12.71507
11	0.22110	54	14.10525
12	0.24199	55	15.59358
13	0.26455	56	17.17057
14	0.27792	57	18.67330
15	0.29381	58	20.26544
16	0.31387	59	21.97376
17	0.33896	60	23.81218
18	0.37327	61	25.79274
19	0.41176	62	27.64147
20	0.45949	63	29.65378
21	0.51563	64	31.85097
22	0.57515	65	34.25958
23	0.63891	66	36.90863
24	0.69179	67	39.06362
25	0.75227	68	41.41764
26	0.82540	69	43.99544
27	0.91627	70	46.82418
28	1.02661	71	49.93704
29	1.14974	72	53.37325
30	1.27896	73	57.18462
31	1.41513	74	61.42909
32	1.55235	75	66.18205
33	1.68978	76	71.53882
34	1.83933	77	77.62686
35	1.99167	78	83.33333
36	2.17329	79	83.33333
37	2.37666	80	83.33333
38	2.64823	81	83.33333
39	2.93182	82	83.33333
40	3.23010	83	83.33333
41	3.56144	84	83.33333
42	3.92357	85	83.33333
43	4.34571	86	83.33333

MINIMUM BASIC BENEFIT AMOUNT: [\$25,000]

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INSURED: [JOHN DOE] POLICY NUMBER: [01232090]

#### TABLE OF POLICY VALUE PERCENTAGES

INSURED ATTAINED AGE	%	INSURED ATTAINED AGE	%	INSURED ATTAINED AGE	%
35	[475.69]%	57	[230.12]%	79	[134.38]%
36	[459.43]%	58	[223.43]%	80	[132.01]%
37	[443.75]%	59	[216.98]%	81	[129.78]%
38	[428.60]%	60	[210.78]%	82	[127.70]%
39	[414.03]%	61	[204.84]%	83	[125.75]%
40	[399.99]%	62	[199.18]%	84	[123.91]%
41	[386.47]%	63	[193.80]%	85	[122.19]%
42	[373.47]%	64	[188.70]%	86	[120.59]%
43	[360.98]%	65	[183.85]%	87	[119.10]%
44	[349.01]%	66	[179.23]%	88	[117.73]%
45	[337.54]%	67	[174.82]%	89	[116.47]%
46	[326.55]%	68	[170.58]%	90	[115.31]%
47	[316.01]%	69	[166.50]%	91	[114.23]%
48	[305.90]%	70	[162.58]%	92	[113.19]%
49	[296.10]%	71	[158.80]%	93	[112.16]%
50	[286.64]%	72	[155.18]%	94	[111.13]%
51	[277.50]%	73	[151.76]%	95	[110.05]%
52	[268.71]%	74	[148.50]%	96	[108.87]%
53	[260.28]%	75	[145.39]%	97	[107.47]%
54	[252.20]%	76	[142.43]%	98	[105.70]%
55	[244.49]%	77	[139.60]%	99	[103.33]%
56	[237.14]%	78	[136.92]%	100+	[100.00]%

NOTE: THE PERCENTAGES ABOVE ARE ADJUSTED BY FACTORS OF 1 PLUS THE MONTHLY GUARANTEED INTEREST RATE AND 1.0032737.

INQUIRIES REGARDING YOUR POLICY SHOULD BE DIRECTED TO YOUR AGENT OR TO OUR CORPORATE MARKETS CENTER AT THE FOLLOWING ADDRESS:

NORTH AMERICAN COMPANY FOR LIFE AND HEALTH INSURANCE [ATTN: POLICYOWNER SERVICE CORPORATE MARKETS CENTER 2000 44TH ST. S, SUITE 300 FARGO, ND 58103 (800) 283-5433]

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INSURED: [JOHN DOE] POLICY NUMBER: [ 01232090]

#### MAXIMUM SURRENDER CHARGE SCHEDULE

THE MAXIMUM SURRENDER CHARGE IS THE PERCENTAGE OF THE POLICY VALUE ON THE DATE OF SURRENDER AS SHOWN IN THE TABLE BELOW.

POLICY YEAR	PERCENT OF POLICY VALUE	POLICY YEAR	PERCENT OF POLICY VALUE
1	3%	8	2%
2	3%	9	2%
3	3%	10	1%
4	3%	11	1%
5	3%	12	1%
6	3%	13+	0%
7	2%		

FOR THE PURPOSES OF DETERMINING THE AMOUNT OF ANY SURRENDER OR WITHDRAWAL FROM THIS CONTRACT THAT IS INCLUDABLE IN GROSS INCOME, ALL CONTRACTS CLASSIFIED AS MODIFIED ENDOWMENT CONTRACTS BY THE INTERNAL REVENUE CODE THAT ARE ISSUED BY THE SAME COMPANY TO THE SAME POLICY OWNER WITHIN A CALENDAR YEAR ARE TREATED AS ONE MODIFIED ENDOWMENT CONTRACT.

NORTH AMERICAN COMPANY FOR LIFE AND HEALTH INSURANCE	ACCEPTED BY THE POLICY OWNER
(SIGNATURE)	(SIGNATURE)
(PRINT NAME)	(PRINT NAME)
(TITLE)	(TITLE)
(DATE)	(DATE)

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#### **Definitions**

The following are key words used in this Policy. They are important in describing both Your rights and Ours. As You read Your Policy, refer back to these definitions.

Attained Age The Insured's age on this Policy's Effective Date increased by the number of years the

Policy has been in effect.

Beneficiary The person(s), company, estate or trust You last named during the Insured's life to

receive this Policy's Proceeds when the Insured dies.

**Deduction Day**The date We deduct all costs of insurance from the Policy Value. We show the Monthly

Deduction Day on page 1.

Effective Date The date when this Policy begins and from which Policy anniversaries, years and

months are set. We show the Effective Date on page 1 or any endorsement.

Grace Period If the Surrender Value is not enough to equal the Monthly Deduction on any Deduction

Day, the Grace Period begins. The Grace Period is the next 60 days.

**In Effect** The Insured's life remains insured under this Policy's terms.

Insured The person whose life is insured under this Policy as shown on page 1 or any

endorsement.

**Issue Age** The Insured's age at the birthday nearest the Effective Date.

Issue Date The date We show on page 1 from which We measure Incontestability and Suicide

provisions.

Maturity Date The date coverage under this Policy terminates and the Policy's Surrender Value, if any,

becomes payable to You provided this Policy is then in effect and the Insured is alive.

The Maturity Date is shown on page 1 or any endorsement

Monthly Deduction The amount We subtract from the Policy Value for all costs of insurance for the Policy

and any attached riders.

**Policy Anniversary** The day and month every year that is the same as Your Effective Date.

**Policy Duration** Each successive twelve-month period measured from the Effective Date.

**Policy Value** The value of this Policy if it remains in effect. The Policy Value is not available in cash.

**Premium** The amount paid to purchase or maintain the Policy and any riders.

**Proceeds** The amount this Policy pays at death

Surrender Value The Policy Value less the surrender charge and any Policy Loans and loan interest

owed to Us.

Written Notice A signed written form from You satisfactory to Us and received and filed by Us at Our

Corporate Markets Center.

#### **General Provisions**

#### Consideration

This Policy is issued in consideration of the application and payment of the first Premium.

#### **Entire Contract**

This Policy, the application(s) and any supplemental applications that We endorse upon or attach to the Policy when We issue or deliver it are the entire contract. We attached a copy of any application when We issued this Policy, and We will attach any supplemental applications to or endorse them on this Policy when the supplemental coverage becomes effective. We consider all statements made in any application, except in the case of fraud, to be representations and not warranties. No statement will be used to void this Policy unless contained in the application or in an application for an increase in the basic benefit amount. No change or waiver of any part of this Policy will be valid unless one of Our officers states it in writing. No agent or other person can change or waive any part of this Policy.

For purposes of this provision, "Policy" includes any riders, endorsements or amendments.

#### Incontestability

We cannot contest this Policy or any rider attached to it as to statements contained in the application after it has been in effect, during the Insured's lifetime, for two years from its Issue Date, except for:

- 1) Non-payment of Premium
- 2) Fraud, when permitted by applicable state law in the state where this Policy is issued or delivered.

We cannot contest any increase in basic benefit amount as to statements made in the application for the increase in basic benefit amount after it has been in effect during the Insured's lifetime, for two years following the increase in basic benefit amount.

We cannot contest this Policy or any riders attached to it after it has been in effect, during the Insured's lifetime, for two years from its reinstatement date. We can only contest statements contained in the reinstatement application.

#### Suicide

If the Insured, whether sane or insane, dies by suicide within two years from the Issue Date, Our liability will be limited to the Premiums paid less any partial surrenders, Policy Loans and loan interest due to Us. A new two year period will apply for each increase in basic benefit amount. Our liability will be limited to the total Monthly Deduction for each increase in basic benefit amount.

## Misstatement of Age or Sex

If the Insured's age or sex has been misstated, We will adjust the Death Benefit to equal the Policy Value minus any unpaid Policy Loans and loan interest, plus the amount of insurance coverage that the most recent monthly cost of insurance deduction would have purchased at the correct age and sex.

#### **Assignment**

You may assign this Policy, subject to any amount You owe to Us on this Policy. We will only be bound by an assignment if We receive it at Our Corporate Markets Center and it is accepted and recorded by Us. We are not liable for any payment made by Us before We record the assignment. The assignment takes effect on the date You sign it. We will not be liable for the validity of any assignment.

#### **Annual Report**

We will send You a report yearly which shows the following amounts for this Policy and any riders attached to it as of the end of the current report period:

- 1. The beginning and end dates of the current period;
- 2. The Policy Value at the beginning and at the end of the current report period;
- 3. The total amounts We credited and debited to the Policy Value since the last report period;
- 4. The current Death Benefit;
- 5. The Surrender Value; and,
- 6. Any unpaid Policy Loans and loan interest.

After this Policy has been In Effect for one year or more, at Your request We will provide an illustration of current and future benefits and values based on guaranteed and non-guaranteed assumptions once annually free of charge. We may charge a service fee that will not exceed \$25 for additional requests.

#### **Termination**

All coverage this Policy provides will end on the earliest of the following:

- 1. The Deduction Day on or following the date We receive Written Notice of surrender of this Policy for its full Surrender Value.
- 2. The Insured's death.
- 3. The end of the Grace Period.
- 4. The Maturity Date.

Any riders will also terminate unless the rider states otherwise.

#### Nonparticipation

This Policy is nonparticipating and does not share in Our earnings. You will not receive any dividends.

#### Right to Amend Policy and Disclaimer

The Internal Revenue Code sets forth certain requirements that policies such as this must meet to qualify for treatment as life insurance. We base the calculations and provisions of this Policy on these requirements. We have the right to amend this Policy so it remains qualified for treatment as a life insurance policy. You have the right to refuse any amendment.

#### **Benefits**

#### **Death Benefit**

We will pay this Policy's Proceeds to the Beneficiary when We receive due proof that the Insured died while this Policy was in effect, subject to any prior assignment. The Proceeds payable at the Insured's death are:

- The Death Benefit described below;
- Plus additional Death Benefits provided on the Insured's life by any attached rider;
- Plus interest from the date of the Insured's death until the date the Proceeds are paid at a rate not less than 2.5% or such minimum rate as required by law;
- · Minus any unpaid Policy Loans and loan interest; and,
- Minus any Monthly Deductions if the Insured dies during the Grace Period.

We will pay the Proceeds in one lump sum, unless You or the Beneficiary request otherwise and We approve the request. The Beneficiary must file a Written Notice with Us to receive payment.

To the extent allowed by law, no payment of Proceeds or interest will be subject to creditors' claims.

# Death Benefit Options

There are two Death Benefit Options as follows:

**Death Benefit Option 1:** This is a level Death Benefit. The Death Benefit will be the greater of 1 or 2 below:

- 1. The basic benefit amount on the date of the Insured's death; or,
- 2. The percentage of Policy Value shown in the Table of Policy Value Percentages on page 2.1.

**Death Benefit Option 2:** This is a return of Policy Value Death Benefit. The Death Benefit will be the greater of 1 or 2 below:

- 1. The basic benefit amount plus the Policy Value on the date of the Insured's death; or,
- 2. The percentage of Policy Value shown in the Table of Policy Value Percentages on page 2.1.

# Death Benefit Changes

You may change the basic benefit amount as provided for in this section, by Written Notice to Us. We will send You an endorsement to this Policy, which will show the Death Benefit change and the Effective Date of the change.

You may change the basic benefit amount, as follows:

- 1. Increase the basic benefit amount: While the Insured is alive, You may increase the basic benefit amount. The Insured's Attained Age must be less than or equal to Our published maximum Issue Age for this Policy. Each increase in the basic benefit amount must be at least \$25,000. Any increase will result in a larger Monthly Deduction. You must submit an application for the increase to Us and provide Us with satisfactory evidence that the Insured is insurable. Any increase We approve will take effect on the Deduction Day on or following the date We approve the increase in basic benefit amount.
- 2. Decrease the basic benefit amount: You may decrease the basic benefit amount, but the basic benefit amount may not be less than the minimum shown on page 2. We will not make a decrease that would disqualify this Policy as life insurance under the Internal Revenue Code. A decrease will result in a smaller Monthly Deduction. Any decrease will take effect on the Deduction Day on or following the date We receive Your Written Notice.
- **3.** Change the Death Benefit Option: You may change the Death Benefit Option. If the change is from:
  - 1. Death Benefit Option 2 to Death Benefit Option 1, the basic benefit amount will be increased by the Policy Value at that time.
  - 2. Death Benefit Option 1 to Death Benefit Option 2, the basic benefit amount will be decreased by the Policy Value at that time.

Any change will take effect on the Deduction Day on or following the date We receive Your Written Notice.

#### **Other Changes**

One of Our officers must approve any policy change that is not stated in this section. We will attach an approved change to this Policy as an endorsement. No agent can change any part of this Policy.

#### **Premiums**

#### **Premium Payments**

The first Premium is due on the Effective Date. After You have paid the first Premium, You can pay subsequent Premiums at any time. You may mail or deliver future Premium payments to Us or to a person authorized to accept Premium payments in exchange for a receipt signed by Our President, Secretary or Treasurer. You may increase, decrease, stop or restart Premium payments subject to the limits below. The actual amounts and timing of Premium payments will affect the Policy Values and amount and term of insurance. If You stop paying Premiums, coverage will continue subject to the Grace Period. Under conditions stated in the Grace Period provision, We may require You to pay Premiums to keep the Policy in effect. We may require satisfactory evidence of the insurability of the Insured if payment of a Premium during the current policy year would increase the difference between the Death Benefit and the Policy Value.

In order to preserve the favorable tax status of this Policy, We may:

- 1. Limit the amount of Premiums You may pay; and,
- 2. Return any Premiums that exceed limits under the tax laws of the United States or the state where We deliver this Policy.

#### Continuation of Insurance

This Policy will continue in effect until the Surrender Value on any Deduction Day is insufficient to pay the Monthly Deduction for that month. At that time, the Grace Period provisions will apply.

#### **Grace Period**

If the Surrender Value is not enough to pay the Monthly Deduction on any Deduction Day, the Grace Period begins.

The next 60 days is the Grace Period. We will send a notice of the Grace Period to Your last known address and to any assignee's last known address no later than 30 days prior to the end of the Grace Period.

During the Grace Period, coverage this Policy and any attached riders provide will continue. If the Insured dies during the Grace Period, We will deduct the Monthly Deduction from the Proceeds.

Any Premium payment during the Grace Period must be at least the amount that will continue this Policy in effect for the next two months. If You do not pay this Premium by the end of the Grace Period, this Policy will lapse without value. Any riders will also lapse without value unless the rider states otherwise. We will send a notice of lapsed Policy to Your last known address and to any assignee's last known address when the Grace Period ends.

#### Reinstatement

You may reinstate this Policy if it lapses. The basic benefit amount of the reinstated Policy cannot exceed the basic benefit amount when the Policy lapsed. The reinstated Policy will be in effect from the date of the reinstatement application, subject to Our approval. To reinstate this Policy, We will need:

- 1. Written Notice from You within five years after the Grace Period ends;
- 2. Satisfactory evidence of the Insured's insurability;
- 3. Payment of enough Premiums to keep the Policy in effect for two months from the Monthly Deduction Day following the reinstatement; and,
- 4. Payment or reinstatement of any Policy Loan.

We will adjust the Effective Date of this Policy if this Policy lapses during the surrender charge period shown on page 3. We will move the original Effective Date of this Policy forward the number of months this Policy was lapsed. The Surrender Value at reinstatement will be equal to the Surrender Value at the time of lapse. The surrender charge at reinstatement will be equal to the surrender charge at the time of lapse.

#### Owner and Beneficiary

#### **Owner**

While the Policy or any benefits provided by rider are in effect, You have all ownership rights.

You may change this Policy's owner. You must file a Written Notice with Us. After We receive the notice, it will take effect on the date You signed it, subject to payments made or other action We took before We received the notice.

#### **Beneficiary**

The Beneficiary is as named in the application, unless You have since changed the Beneficiary. Unless You request otherwise, the following will apply:

- 1. Beneficiaries will share Proceeds equally.
- 2. If any Beneficiaries die before the Insured, We will divide the shares equally among the surviving Beneficiaries.
- 3. If no Beneficiary survives the Insured, We will pay the Proceeds to You, if You are living, otherwise to Your estate.
- 4. If any Beneficiary dies at the same time as the Insured, or within 15 days after the Insured but before We receive proof that the Insured died while this Policy was in effect, we will pay the Proceeds as though the Beneficiary died first.

The amount we pay to each Beneficiary will be subject to any prior assignment You made. We will need any irrevocable Beneficiary's written consent to assign the Policy.

# Change of Beneficiary

You may change the Beneficiary while the Insured is living. We will need any irrevocable Beneficiary's written consent for a change. The change will be subject to prior assignment.

You must file a Written Notice of the change with us. After We receive the notice, it will take effect on the date You signed it, subject to payments made or other action We took before We received the notice.

#### **Policy Loans**

#### **Policy Loans**

You may borrow an amount up to the maximum loan amount available on the sole security of this Policy. The maximum loan amount available will be the Surrender Value.

Loan interest accrues daily at 6.0% per year, which is calculated at 5.66% in advance. Interest is due in advance. When You make a loan, and at each anniversary, loan interest is due and payable in advance to the next anniversary. We add interest not paid when due to the loan balance and it will bear interest at the same rate as the loan. We will refund any unearned interest if You repay the Policy Loan.

You may repay all or any part of the loan at any time while this Policy is in effect by mailing or delivering payment to Us. If a Policy Loan is outstanding and You make a payment that is not designated as a Premium or loan payment, We will apply it as a loan payment.

When the loan amount exceeds the Surrender Value, this Policy will lapse without value 60 days after We send a notification to Your last known address and to any assignee's last known address. This Policy will stay in effect if You pay the amount shown on the notification to Us within 60 days.

We can postpone the loan for 6 months, except for loans to pay any Premiums to Us.

#### **Policy Value Provisions**

#### **Policy Value**

We calculate the Policy Value as follows:

On the Effective Date: The Policy Value will be the first Premium paid.

On each Deduction Day: We will calculate the Policy Value as follows:

- We will subtract from the Policy Value on the prior Deduction Day any Policy Value taken out since the prior Deduction Day and the Monthly Deduction for the prior policy month.
- 2. We will add the interest for the month on the difference.
- We will add all Premiums received since the prior Deduction Day, plus interest from the date received.

On any day other than a Deduction Day: We will calculate the Policy Value as follows:

- We will subtract from the Policy Value on the prior Deduction Day any Policy Value taken out since the prior Deduction Day and the Monthly Deduction for the prior policy month.
- We will add all Premiums received since the prior Deduction Day, plus interest from the date received.

## **Monthly Deduction**

Each Monthly Deduction consists of the cost of insurance, plus the cost of additional benefits provided by any riders.

# Cost of Insurance Rate

We base the cost of insurance rate for the basic benefit amount on the:

- Insured's Issue Age;
- Insured's sex;
- Insured's rate class; and,
- Policy Duration from the Effective Date.

The cost of insurance rates will never be greater than those shown on page 2 for the basic benefit amount. We base the cost of insurance rates on future expectations as to investment earnings, mortality experience, persistency, expenses and federal income tax law. We will apply any change in cost of insurance rates to all insureds of the same class.

#### **Cost of Insurance**

We calculate the cost of insurance monthly on the Deduction Day. The cost of insurance depends on the Death Benefit Option in effect. We use the factor 1.0020598 to adjust for one month's interest.

We calculate the cost of insurance as follows:

#### **Death Benefit Option 1:**

When the Death Benefit is the basic benefit amount, We divide the basic benefit amount on the Deduction Day by 1.0020598. We subtract the Policy Value as of the prior Deduction Day less any Policy Value taken out since the prior Deduction Day from the result. We divide the difference by 1,000 and multiply the result by the cost of insurance rate.

## **Death Benefit Option 2:**

When the Death Benefit is the basic benefit amount plus the Policy Value, We divide the basic benefit amount on the Deduction Day by 1.0020598. We divide this amount by 1,000 and multiply the result by the cost of insurance rate.

## Death Benefit Option 1 or 2:

When the Death Benefit is a percent of the Policy Value, We divide the Death Benefit on the Deduction Day by 1.0020598. We subtract the Policy Value as of the prior Deduction Day less any Policy Value taken out since the prior Deduction Day from the result. We divide the difference by 1,000 and multiply the result by the cost of insurance rate.

#### **Interest Rate**

We will credit an interest rate of at least 0.20598% per month, compounded monthly, to the Policy Value, including any amount used as collateral for a Policy Loan. This is the same as 2.5% per year, compounded yearly. We may use interest rates greater than this rate to calculate Policy Values.

We will declare an interest rate each July 1 after the first Policy Anniversary, which We will credit to any Policy Value not used as collateral for a Policy Loan for the next twelve months. We will continue to credit interest of at least 2.5% per year to any Policy Value used as collateral for a Policy Loan.

The interest rate applicable to the calculation of all Policy Values will never be less than 2.5% per year, compounded yearly.

#### Surrender Value

You may surrender this Policy by Written Notice while the Insured is living. The Policy will end on the Deduction Day on or following the date We receive Written Notice of surrender. We may postpone payment of any surrender amount for up to six months. The Surrender Value is equal to the Policy Value, less any applicable surrender charge, less any Policy Loans and loan interest You owe to Us.

#### **Surrender Charge**

If You surrender this Policy during the first 12 policy years, We will impose a surrender charge. The surrender charge will be the amount of interest credited during the prior 12 months, or since the Effective Date if the Policy has been in effect less than 12 months, less the amount of interest that would have been credited had the interest rate been equal to an interest rate of 0.20598% per month. The surrender charge will not exceed the Maximum Surrender Charge shown on page 3. The surrender charge will never be greater than the amount allowed by law.

## Types of Surrenders

There are two types of surrenders:

- Total: You surrender this Policy for its full Surrender Value. This Policy will then end
  on the Deduction Day on or following the date We receive Written Notice of
  surrender. We will pay the Surrender Value in one lump sum, unless You or the
  Beneficiary request otherwise and We approve the request.
- 2. **Partial:** You take out part of the Surrender Value.

You may not make a partial surrender during the first two policy years. You can make one partial surrender each following policy year. The amount taken out cannot exceed the Surrender Value minus the partial surrender fee. For partial surrender amounts exceeding 15% of the Policy Value on the date of the partial surrender request, the partial surrender fee is the percent of Policy Value shown on page 3 multiplied by the amount of the partial surrender in excess of 15% of the Policy Value. For all other partial surrender amounts, the partial surrender fee is zero. We will reduce the Policy Value by the amount surrendered plus the partial surrender fee. We may defer payment of any partial surrender for up to six months.

If Death Benefit Option 1 is in effect when You make Your request, We will also reduce the basic benefit amount by the amount surrendered plus the partial surrender fee. The reduced basic benefit amount must not be less than the minimum We show on page 2.

#### **Basis of Values**

We base the monthly guaranteed cost of insurance rates, minimum Policy Values, Surrender Values and single Premiums on the 2001 Commissioners' Standard Ordinary Gender Distinct Mortality Tables, age nearest birthday. We base Our calculations on the premise that deaths occur at the end of the policy year. We use an interest rate of 2.5% compounded yearly.

We will implement all calculations and assumptions in compliance with Section 7702 of the Internal Revenue Code (or any successor provision) to assure that the Policy is treated as a life insurance contract for tax purposes.

The Policy's Surrender Values and reserves are equal to or greater than those required by the state in which this Policy is delivered. The method used to determine these values and reserves is on file with state insurance departments. Surrender Values available under this Policy are not less than the minimum values required by or pursuant to the NAIC Universal Life Insurance Regulation, Model #585.

If a surrender occurs during the first 31 days of a policy year, the Surrender Value will not be less than it was on the first day of the policy year, less any subsequent Policy Loans and withdrawals.

#### **Additional Benefits**

# Option to Transfer the Insured

While the Policy is in effect, You may discontinue insurance on the Insured named in the Policy application and choose a new Insured. The new Insured must be under age 65 on the transfer date. Insurance will continue on the new Insured's life subject to this provision.

The owner must be the same as the owner to whom the Policy was originally issued.

To approve this transfer, We will need:

- 1. An application signed by You and the new Insured.
- 2. The Policy.
- 3. Satisfactory evidence of the new Insured's insurability.
- 4. A \$200 transfer fee.
- 5. Satisfactory evidence that You have an insurable interest in the new Insured.

The Surrender Value must be large enough to keep the Policy in effect to the next Policy Anniversary.

The transfer date is the date We approve the transfer. Coverage for the new Insured will be effective on the transfer date. We will send You an endorsement to the Policy to reflect the transfer. The basic benefit amount, Death Benefit Option, Policy Value, Surrender Value and any loan amounts as of the transfer date will remain the same. We will base the Monthly Deduction on the Policy Duration from the Effective Date and on the new Insured's Issue Age, sex and rate class.

If the new Insured's rate class changes from the time of application to the transfer date, the transfer will not take effect. To be effective, the transferred Policy must be delivered during the new Insured's lifetime.

After the transfer date, the new Insured's Issue Age will be the new Insured's age at the birthday nearest the Effective Date. If the Effective Date precedes the new Insured's birthdate, We will change the Effective Date to the first Policy Anniversary date following the birthdate.

We cannot contest the transferred Policy and any attached riders after they have been in effect during the new Insured's lifetime for two years from the transfer date.

Any prior benefit provisions a rider provides may be continued after the transfer date with Our consent. We will base the Monthly Deductions for these riders on the Policy Duration from the Effective Date and on the new Insured's Issue Age, sex and rate class.

If the new Insured, whether sane or insane, dies by suicide within two years from the transfer date, Our liability will be limited to:

- The Premiums paid since the transfer date.
- The Policy Value as of the transfer date.
- MINUS Any partial surrenders since the transfer date.
- MINUS Any unpaid Policy Loans and loan interest You owe to Us on the Policy.

# FLEXIBLE PREMIUM ADJUSTABLE UNVIERSAL LIFE INSURANCE POLICY

BENEFITS, VALUES, PERIODS OF COVERAGE OR PREMIUMS ARE ON AN INDETERMINATE BASIS

NON-PARTICIPATING - NOT ELIGIBLE FOR DIVIDENDS



# North American Company for Life and Health Insurance

**Principal Office**: 4350 Westown Parkway • West Des Moines • IA • 50266 **Corporate Markets Center**: 2000 44th Street South, Suite 300 • Fargo • ND • 58103

A Stock Company www.sfgcorpmarkets.com

## FLEXIBLE PREMIUM DEFERRED ANNUITY RIDER

RIDER EFFECTIVE DATE: [JANUARY 1, 2012] RIDER MATURITY DATE: [JANUARY 1, 2098]

ANNUITANT: [JOHN DOE] ISSUE AGE AND SEX: [35 MALE]

OWNER: [ABC BANK]

INITIAL PREMIUM: [\$1,000]

FOR ADDITIONAL PREMIUMS, SEE PREMIUM PAYMENT PROVISION

**GUARANTEED INTEREST RATE: 2.0%** 

PREMIUM EXPENSE CHARGE: [3%]

MINIMUM NONFORFEITURE INTEREST RATE: [1.00%]

MINIMUM NONFORFEITURE PERCENT OF PREMUM EXPENSE CHARGE: 12.5%

MINIMUM NONFORFEITURE ANNUAL CONTRACT CHARGE: \$50.00

BASE POLICY NUMBER: [12345678]

THE DEATH BENEFIT MAY BE LESS THAN THE ACCUMULATION VALUE IF THERE ARE OUTSTANDING POLICY LOANS AND LOAN INTEREST ON THE DATE OF DEATH.

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#### MAXIMUM SURRENDER CHARGE SCHEDULE

THE MAXIMUM SURRENDER CHARGE IS THE PERCENTAGE OF THE ACCUMULATION VALUE ON THE DATE OF SURRENDER AS SHOWN IN THE TABLE BELOW.

RIDER YEAR	PERCENT OF ACCUMULATION VALUE	RIDER YEAR	PERCENT OF ACCUMULATION VALUE
1	[3]%	8	[2]%
2	[3]%	9	[2]%
3	[3]%	10	[1]%
4	[3]%	11	[1]%
5	[3]%	12	[1]%
6	[3]%	13+	(0)%
7	[2]%		

# [ADJUSTMENT TO INTEREST RATE PROVISION

THE COST OF STATE PREMIUM TAX WILL BE AMORTIZED OVER TIME THROUGH A REDUCTION IN THE INTEREST CREDITING RATE. THE ANNUAL DECLARED INTEREST RATE WILL BE REDUCED BY [0.XX%] EACH YEAR FOR A PERIOD OF [Y] YEARS BEGINNING ON THE RIDER EFFECTIVE DATE. THE CREDITED INTEREST RATE WILL NEVER BE LESS THAN THE GUARANTEED INTEREST RATE SHOWN ON PAGE 1.]

NORTH AMERICAN COMPANY FOR LIFE AND HEALTH INSURANCE	ACCEPTED BY THE POLICY OWNER
(SIGNATURE)	(SIGNATURE)
(PRINT NAME)	(PRINT NAME)
(TITLE)	(TITLE)
(DATE)	(DATE)

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#### **Definitions**

Annuitant The Annuitant is the Insured under the Policy to which this Rider is attached. You may change the

Annuitant, subject to Our approval, by Written Notice to Us. You may not change the Annuitant

after the Rider Maturity Date.

Rider Effective

Date

The date when this Rider begins and from which Rider Anniversaries, years and months are set.

We show the Rider Effective Date on page 1 for this Rider.

**Rider Anniversary** The day and month every year that is the same as the Rider Effective Date.

**Policy** The Policy to which this Rider is attached.

Rider Maturity Date The date this Rider's Maturity Benefit is payable. The Rider Maturity Date is shown on page 1 for

this Rider. You may change the Rider Maturity Date, subject to Our approval, by giving Us Written

Notice.

Rider Year Each successive twelve-month period measured from the Rider Effective Date.

#### **General Provisions**

**Policy Provisions** This Rider is attached to and made a part of the Policy. It is subject to all provisions of the Policy

unless We state otherwise.

Owner The Owner of this Rider is the Owner of the Policy. You have all ownership rights. You may

change this Rider's Owner, subject to Our approval, by Written Notice to Us. After We receive the notice, it will take effect on the date You signed it, subject to payments made or other action We

took before We received the notice.

**Termination** This Rider terminates on the earliest of the following:

1. The Rider Maturity Date;

2. Termination of the Policy; or

3. The date We receive Your Written Notice to surrender this Rider for its full Surrender

Value.

#### **Values**

## **Premium Payment**

Premiums are payable in any way to which We agree. You may mail or deliver Premium payments to Us or to a person authorized to accept Premium payments in exchange for a receipt signed by Our President, Secretary or Treasurer. You may increase, decrease stop or restart Premiums prior to the Rider Maturity Date. No Premiums are payable after the Rider Maturity Date.

In the event Premium payments are stopped, this Rider will continue as a paid-up deferred annuity rider. We will continue to calculate values as stated in the Accumulation Value provision.

#### **Interest Rate**

The interest rate used to calculate the Accumulation Value will never be less than the Guaranteed Interest Rate shown on page 1 for this Rider. We will declare an interest rate each July 1 after the first Rider Anniversary. We may use interest rates greater than this rate to calculate the Accumulation Value.

We will credit interest of at least 2.5% per year to any Accumulation Value used as collateral for a loan.

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# Accumulation Value

The Accumulation Value is the sum of the Premiums paid, less the Premium Expense Charge, plus interest, less any partial surrenders and partial surrender fees.

#### Minimum Guaranteed Value

The Minimum Guaranteed Value is the sum of the Premiums paid, less the Minimum Nonforfeiture Premium Expense Charge and Minimum Nonforfeiture Contract Expense Charge, plus interest at the Minimum Nonforfeiture Interest Rate, less any partial surrenders and partial surrender fees.

#### Surrender Value

The Surrender Value is the greater of the following, calculated as of the date of surrender:

- 1. the Minimum Guaranteed Value, less any loans and loan interest; and,
- 2. the Accumulation Value less any surrender charges, less loans and loan interest.

#### **Basis of Values**

All values and death benefits are at least equal to those required by the law of the state where this Rider is delivered. The method used to compute these values and benefits is on file with the state insurance departments.

Paid up annuity, cash surrender values and death benefits are not less than the minimum benefits required by the NAIC Standard Nonforfeiture Law for Individual Deferred Annuities, Model #805. Death benefits will be at least as great as the greater of the Minimum Guaranteed Value and the Accumulation Value, less any loans and loan interest.

#### **Benefits**

#### Loans

You may borrow an amount up to the maximum loan amount available on the sole security of the Policy to which this rider is attached. The maximum loan amount available will be the Surrender Value.

Loan interest accrues daily at 6.0% per year, which is calculated at 5.66% in advance. Interest is due in advance. When You make a loan, and at each rider anniversary, loan interest is due and payable in advance to the next Rider Anniversary. We add interest not paid when due to the loan balance and it will bear interest at the same rate as the loan. We will refund any unearned interest if You repay the loan.

You may repay all or any part of the loan at any time while this Rider is in effect by mailing or delivering payment to Us.

When the loan amount exceeds the greater of the Minimum Guarantee Value and the Accumulation Value less any surrender charges, the Rider will lapse without value 60 days after We send a notification to Your last known address and to any assignee's last known address. The Rider will stay in effect if You pay the amount shown on the notification to Us within 60 days.

We can postpone the loan for 6 months, except for loans to pay any Premiums to Us.

## **Surrender Charge**

If You surrender this Rider during the first twelve Rider Years, We will impose a Surrender Charge. The Surrender Charge will be the amount of interest credited during the prior 12 months, or since the Rider Effective Date if the Rider has been in effect less than 12 months, less the amount of interest that would have been credited had the interest rate been equal to an interest rate of 0.20598% per month. The Surrender Charge will not exceed the Maximum Surrender Charge shown on page 2. The Surrender Charge will never be greater than the amount allowed by law.

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#### Types of Surrenders

There are two types of surrenders:

- 1. **Total**: You surrender this Rider for its full Surrender Value.
- 2. **Partial**: You take out part of the Surrender Value.

You may request a total or partial surrender of this Rider at any time prior to the Rider Maturity Date by giving Us Written Notice. The amount available for surrender is the Surrender Value.

You may not make a partial surrender during the first two Rider Years. You can make one partial surrender each following Rider Year. The amount taken out cannot exceed the Accumulation Value minus the partial surrender fee. For partial surrender amounts exceeding 15% of the Accumulation Value on the date of the partial surrender request, the partial surrender fee is the percent of Accumulation Value shown on page 2 multiplied by the amount of the partial surrender in excess of 15% of the Accumulation Value. For all other partial surrender amounts, the partial surrender fee is zero. We will reduce the Accumulation Value by the amount surrendered plus the partial surrender fee.

We may defer payment of any surrender amount for up to six months.

#### **Death Benefit**

If You or the Annuitant dies before the Rider Maturity Date, the Death Benefit is the greater of the following, calculated as of the date of death:

- 1. the Minimum Guaranteed Value, less any loans and loan interest; and,
- 2. the Accumulation Value, less any loans and loan interest.

We will pay the Death Benefit in one lump sum, unless You or the beneficiary request otherwise and We approve the request.

## **Maturity Benefit**

If this Rider is in effect on the Rider Maturity Date, We will pay the greater of the following to You in one lump sum, unless You request otherwise and We approve the request:

- 1. the Minimum Guaranteed Value, less any loans and loan interest; and,
- 2. the Accumulation Value, less any loans and loan interest.

North American Company for Life and Health Insurance

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# Guaranteed Issue Application for Individual Life Insurance

Since 1886			ioi iliulviduai Elle ilisuralice							
Owner Name (If Trust, Name and Date of	f Trust)	2	2. Tax ID No.							
3. Owner Address (Street, City, State, Zip)	4. Billing Address (if o	different from Owner address)								
3a. Secondary Addressee (Name, State, City, Zip)										
5. Beneficiary										
6a. Will this insurance replace or change any existing life insurance or annuity?   No Yes (If "Yes," give name of company.)										
6b. Does the Owner have any existing life in	nsurance or ann	uity contracts? 🔲 No	Yes							
7. Changes to an existing policy $\square$ No $\square$	Yes; if Yes,	☐ Change in plan ☐	Other							
8a. Plan applied for (Name of Product)	Bb. Sub-account	t (If Applicable)	8c. Additional Benefits							
8d. Death Benefit Option  1 Level 2 Increasing See Ce	ensus 🗖 Othe	8e. Premium Moer Single	de Annual 🗖 Other							
	Ag	greement								
and Health Insurance ("the Company") for Census, and that all statements made in the this part and its attached Census and any at The Company will have no liability unless: (is issued and the Owner accepts it. This eligibility must remain as described in the effective date. By accepting the policy, the Endorsements," except that changes in the Owner's written consent. Each person whapplication.  Insurance products and annuities are not a savings association, and are not insured b United States, a bank, any affiliate of a bar value. The approval or disapproval of any insurance is purchased through the bank or TAXPAYER IDENTIFICATION NUMBER C this form is my correct taxpayer identificatio to back up withholding because (a) I am elements.	r individual police application are mendments or example application. If the application is application. If the Owner conservation of the posit or other years are extension of creating and application of creating and application. If the application of the posit or other application of creating and application of creating and application of the application of the position of the application	cies of life insurance e true, complete and dendorsements.  on is approved; (b) the he lifetime of any personants to any changes the first conditions are marked acknowledges that the risk class, or the first class cla	made to North American Company for Life on the lives of individuals specified on the correctly recorded. The application includes a first full premium is paid; and (c) the policy son proposed for insurance; also, his or her net, insurance will be in effect on the policy see Company has made under "Home Office the insurance plan will be made only with the he or she has read and understands this ranteed by a bank, any affiliate of a bank, or poration (FDIC) or any other agency of the re investment risk, including possible loss of affiliate is not based on whether or not this affiliate is not been on the policy of the return of							
FRAUD STATEMENT – Any person who I guilty of a criminal offense and subject to	knowingly pres o penalties und	sents a false stateme der state law.	ent in an application for insurance may be Home Office Changes							
Signed at	S.f.	ate								
Gily	31	ale								
Signature of Owner	Title		Date							
	Agent	certification								
(1) To the best of my knowledge and belief, and there is nothing adversely affecting the application; and (2) to the best of my knowled insurance.	insurability of a	ny person proposed fo	this application are full, complete, and true, or insurance, except as stated in this for <b>does does not</b> replace existing							
Signature of Agent		Date	Agent's No.							
		·								

NORTH AMERICAN COMPANY FOR LIFE AND HEALTH INSURANCE
PRINCIPAL OFFICE • WEST DES MOINES, IA 50266
CORPORATE MARKETS CENTER • 2000 44<sup>TH</sup> STREET SOUTH, STE. 300 • FARGO, ND 58103
PHONE (800) 283-5433 • FAX: (701) 433-8596

Form 82-37 (12-11) Page 1

Date of Hire or		Date of		Nicotine use in			Death	Title	Salary If Director,	U.S.
Appointment	Proposed Insured	Birth		past 12	Amount		Benefit	If Director, provide	provide fee	Citizen
(mm/dd/yyyy)	(Last, First, Middle)	Sex (mm/dd/yyyy	SSN#	months*	Applied For	Premium	Option	occupation	compensation	(Y or N)
*In the past 12	2 months, has the proposed Insured sm	noked one or moi	e cigarettes or	used any	other tobacco	/nicotine pro	ducts? Ind	dicate Y or N.		
1. In the past duties, except 2. Each Propo 90 days, excep 3a. The spons 3b. The spons either now or a 4. No other as	at, to the best of my knowledge and bel 90 days each Proposed Insured has was disclosed in the Details section. osed Insured while employed by the spot as disclosed in the Details section. For ing employer keeps employment recorning employer agrees that these employer any time in the future. Opplication for life insurance is pending colosed in the Details section.	orked at least 30 consoring employ ords and can cer loyment records	er has not mist tify the accura will be made a	sed more to be cy of state available to	than five conse ments #1 and North America	ecutive days #2. an Company	of work d	ue to illness or in	jury in the pas	t
I have reviewe	ed the census information and statemen	nts #1 through #4	and agree thi	s informati	on is accurate					
Signature of C	)wner	Title					Date	•		
Form 82-37 (1	2-11)									Page 2

Owner:

Master GI Census

SERFF Tracking Number: NALH-127938913 State: Arkansas
Filing Company: North American Company for Life and Health State Tracking Number: 50591

Insurance

Company Tracking Number: FORM 2540 ET AL

TOI: L091 Individual Life - Flexible Premium Sub-TOI: L091.001 Single Life

 $Adjustable\ Life$ 

Product Name: Form 2540 et al

Project Name/Number: Form 2540 et al/Form 2540 et al

# **Supporting Document Schedules**

Item Status: Status

Date:

Satisfied - Item: Flesch Certification

Comments:

Attachments:

ICC 2540, 2560, 4583, 82-37 readability.pdf 2540,2560,4583, 82-37 AR Cert.pdf 2540, 2560 AR 11-83 cert.pdf

Item Status: Status

Date:

Satisfied - Item: Application

Comments:

In addition to Form 82-37 (12-11) submitted for approval with this filing, Form 82-52 (8-08) approved 12/17/08 (SERFF Tr#: NALH-125885595) will be used to apply on a fully underwritten basis.

Attachment:

82-52 \_8-08\_.pdf

Item Status: Status

Date:

Bypassed - Item: Health - Actuarial Justification

Bypass Reason: NA, not a health filing

**Comments:** 

Item Status: Status

Date:

Bypassed - Item: Outline of Coverage
Bypass Reason: NA, not a health filing

Comments:

SERFF Tracking Number: NALH-127938913 State: Arkansas
Filing Company: North American Company for Life and Health State Tracking Number: 50591

In surance

Company Tracking Number: FORM 2540 ET AL

TOI: L091 Individual Life - Flexible Premium Sub-TOI: L091.001 Single Life

Adjustable Life

Product Name: Form 2540 et al

Project Name/Number: Form 2540 et al/Form 2540 et al

Item Status: Status

Date:

Satisfied - Item: Actuarial Memorandum & Current

Cost of Insurance Rates

**Comments:** 

Attachments:

Actuarial Memorandum NA CU+RI  $\_$ Form 2540 - SNFL $\_$ .pdf

Actuarial Memorandum NA CU+GI \_Form 2560 - SNFL\_.pdf

NA Form 4583 Actuarial Memorandum \_CU+AR\_.pdf

2540 F PRF 2001 CSO Non Guaranteed COI Rates.pdf

2540 F STD 2001 CSO Non Guaranteed COI Rates.pdf

2540 M PRF 2001 CSO Non Guaranteed COI Rates.pdf

2540 M STD 2001 CSO Non Guaranteed COI Rates.pdf

2560 F PRF 2001 CSO Non Guaranteed COI Rates.pdf

2560 F STD 2001 CSO Non Guaranteed COI Rates.pdf

2560 M PRF 2001 CSO Non Guaranteed COI Rates.pdf

2560 M STD 2001 CSO Non Guaranteed COI Rates.pdf

Item Status: Status

Date:

Satisfied - Item: Statement of Variability

Comments:

Attachments:

2560 Statement of Variability.pdf

Form 4583 STATEMENT OF VARIABILITY.pdf

Form 82-37 \_12-11\_ Stmt of Variability.pdf

2540 Statement of Variability.pdf

Item Status: Status

Date:

Satisfied - Item: Illustration Actuary Certification and

Sample Illustration

**Comments:** 

SERFF Tracking Number: NALH-127938913 State: Arkansas

Filing Company: North American Company for Life and Health State Tracking Number: 50591

Insurance

Company Tracking Number: FORM 2540 ET AL

TOI: L091 Individual Life - Flexible Premium Sub-TOI: L091.001 Single Life

Adjustable Life

Product Name: Form 2540 et al

Project Name/Number: Form 2540 et al/Form 2540 et al

# Attachments:

Illustration Certification \_NA Form 2540 & 2560\_.pdf
NA Form 2540 Illustration - basic.pdf
NA Form 2560 Illustration - basic.pdf

## READABILITY CERTIFICATE

Name and Address of Insurer North American Company for Life and Health Insurance

Corporate Markets Center

2000 44<sup>th</sup> Street South, Ste. 300 Fargo, ND 58103

I hereby certify that Readability has been tested under the Flesch Readability formula set forth by Rudolph Flesch in his book, <u>The Art of Readability Writing</u> and that the form(s) listed below meet your minimum readability requirements of your state.

FORM NUMBER	<u>DESCRIPTION</u>	<b>SCORE</b>
Form ICC112540 11-11	Flexible Premium Universal Life Policy	58.1
Form ICC112560 11-11	Flexible Premium Universal Life Policy	58.1
Form ICC114583 11-11	Flexible Premium Deferred Annuity Rider	59.5
Form ICC1182-37 (12-11)	Guaranteed Issue Application for Individual	50.3
	Life Insurance	

Carmer R. Watter

Signature

Carmen Walter

Typed Name

<u>Assistant Vice President – Corporate Markets Product Development</u> Title

December 21, 2011

Date

TO: Arkansas Department of Insurance

FROM: North American Company for Life and Health Insurance

DATE: December 5, 2011

RE: Policy Form 2520 11-11, Policy Form 2530 11-1, Rider Form 4581 11-11,

Application Form 82-37 (12-11)

North American Company for Life and Health Insurance certifies that the referenced forms comply with

• Arkansas Regulation 49 regarding Life and Health Guaranty notices given to each policy owner.

- Arkansas Code Annotated 23-79-138 regarding a Consumer Information Notice accompanying every policy.
- Arkansas Regulation 19 § 10B regarding unfair sex discrimination in insurance.
- Arkansas Regulation 34 regarding Universal Life Insurance, with respect to Forms 2520 11-11 and 2530 11-11

Carmer R. Watter

Carmen R. Walter, FSA, MAAA Assistant Vice President, Product Development Corporate Markets North American Company for Life and Health Insurance

Date: December 29, 2011

#### **ARKANSAS**

#### **BULLETIN NO. 11-83**

# CONSENT TO SUBMIT RATES AND/OR COST BASES FOR APPROVAL

The North American Company for Life and Health Insurance does hereby consent and agree that all premium rates and/or cost bases both "maximum" and "current or projected" used in relation to policy form number Policy Form 2540 11-11 and Policy Form 2560 11-11 must be filed with the Insurance Commissioner for the State of Arkansas ("Commissioner") at least sixty (60) days prior to their proposed effective date. Such rates and/or cost bases shall be deemed effective sixty (60) days after they are filed with the Commissioner, unless the Commissioner shall approve or disapprove such rates and/or cost bases prior to the expiration of sixty (60) days.

I have reviewed the guidelines of Bulletin 11-83. This form complies with those guidelines.

Date

North American Company for Life and Health Insurance
Company

Carmer R. Watta

Signature of Company Officer

AVP, Corporate Markets Product Development
Title

December 29, 2011



Regular Issue
Application for Life Insurance -- Part 1

Marital Status  ght Weight  in. Lbs.  mbers  No.				
in. Lbs. mbers				
mbers				
mbers				
No.				
neurad				
i ioui cu				
plicable				
evel				
8. Additional Benefits:				
m Mode ☐ Single ☐ Annual ☐ Other				
mplete 11b.)				
acement or Change				
□ No				
Indicate nal Business				

NORTH AMERICAN COMPANY FOR LIFE AND HEALTH INSURANCE
PRINCIPAL OFFICE • WEST DES MOINES, IA 50266
CORPORATE MARKETS CENTER • 2000 44<sup>TH</sup> STREET SOUTH, STE. 300 • FARGO, ND 58103
PHONE (800) 283-5433 • FAX: (701) 433-8596

## Application for Life Insurance -- Part 1, Continued

Provide details for all "Yes" answers to questions 12-19 below. Yes 16. Your driver's license #:\_\_\_ State: 12. □ Do you intend to travel outside the U.S. 17. Within the past 10 years, have you been convicted or Canada within the next 2 years? (If "Yes," complete appropriate of or pled guilty to: questionnaire.) Yes No □ Do you participate in or do you 13. 🗖 a. Moving violations? contemplate participating in aviation b. Driving under the influence of alcohol related sports, powered or competitive and/or other drugs? vehicle racing, sky or scuba diving, mountain climbing, or any other 18. 🗖 Have you been a pilot or crew member hazardous sport or activity? (If "Yes," during the past 3 years or have any complete appropriate questionnaire.) intention of becoming a pilot, student pilot, or crew member in any type of 14. 🗆 ☐ Have you ever been convicted of, or are aircraft? (If "Yes," complete you awaiting trial for a felony? appropriate questionnaire.) 15. 🗖 ☐ Have you ever had an application for 19. Have you ever used: insurance declined, postponed, rated, a. Cigarettes? or modified? Date Last Used: b. Other nicotine products? Date Last Used:\_\_\_\_\_ Details for questions 12-19 (include dates): ☐ No Do you have any family history of heart disease, cancer, high blood pressure, diabetes, hemophilia, Huntington's chorea, polycystic kidney disease, or any congenital disorder? If "Yes," give details, including relationship, condition, current age, or age at death. Relationship to Condition **Current Age** Age Proposed Insured at Death Home Office Endorsements

# Application for Life Insurance -- Part 2 Evidence of Insurability

1a. Name a	nd address of Personal Ph	nysician:						
1b. Date an	1b. Date and reason Personal Physician last consulted:							
1c. Name a	and Address of physician r	nost recently cons	ulted if different than a	bove:				
	, , , , , , , , , , , , , , , , , , , ,	, , ,						
1d. Date ar	1d. Date and reason for most recent consultation:							
•	ever had or been treated	for:						
Yes No		gh blood pressure, t	transient ischemic atta	ck (TIA), stroke or circulation				
	disorder? b. Chest pain, heart attack	a. heart murmur. or o	other disease or disord	der of the heart?				
	c. Cancer, tumor, blood or	immune system dis	sease or disorder?					
	d. Diabetes, kidney, or urir e. Ulcer, digestive, rectal,							
	f. Sleep apnea, lung or res	spiratory disease or						
	g. Mental, nervous, or seiz		disease or diseaser (	or sexually transmitted diseases?				
	i. Arthritis, or other skin, bo			or sexually transmitted diseases?				
	j. Any injury, disease, or ill							
	ın above, have you ever:							
	a. Within the last 5 years, o							
	<ul> <li>Within the last 5 years, r hospitalized or had surger</li> </ul>		atment of advice, incit	daing medication, or been				
	c. Applied for, or received b	penefits, because of						
				alcohol, marijuana, or drugs? iturates, unless administered on the				
	advice of a physician?	, 200, manjaana, a	inprioralimitos, or barbi	itarates, arress administered on the				
4 In the na	st 10 years have you:							
	Been diagnosed or treate			for immune deficiency disorder,				
	Acquired Immune Defic			Complex (ARC)?				
	or questions 2-4. Give deta							
Question Number	Condition/Diagnosis	Approximate Dates/Duration	Treatment	Physician Name & Address				
		1						

#### Agreement and Authorization

Each person who signs below represents and agrees that the statements and answers recorded on this application are given to obtain this insurance and are true, complete, and correctly recorded. Fraud or material misrepresentation in the application will make this agreement invalid, North American Company for Life and Health Insurance's (the "Company") only liability shall be to refund any advance payment made.

The Company will have no liability unless: (a) the application is approved; (b) the first full premium is paid; and (c) the policy is issued and the Owner accepts it. This must be during the lifetime of any person proposed for insurance; also, his or her eligibility and health must remain as described in the application. If these requirements are met, insurance will be in force on the policy effective date. By accepting the policy, the Owner consents to any changes the Company has made under "Home Office Endorsements," except that changes in the insurance amount, the risk class, or the insurance plan will be made only with the Owner's written consent. Each person who signs below acknowledges that he or she has read and understands this application and has received copies of the Fair Credit Reporting Act Notification, Notice of Insurance Information Practices, and the Medical Information Bureau Notification.

Insurance products and annuities are not a deposit or other obligation of, or guaranteed by a bank, any affiliate of a bank, or savings association, and are not insured by the Federal Deposit Insurance Corporation (FDIC) or any other agency of the United States, a bank, any affiliate of a bank, or savings association, and involve investment risk, including possible loss of value. The approval or disapproval of any extension of credit by the bank or an affiliate is not based on whether or not this insurance is purchased through the bank or through any particular source.

I authorize any physician, medical practitioner, hospital, clinic, other medical or medically related facility, insurance or reinsuring company, Medical Information Bureau (MIB), consumer reporting agency, or employer having information available as to diagnosis, treatment, and prognosis with respect to any physical or mental condition and/or treatment of me and any information as to employment, other insurance coverage, or other non-medical information about me to give to the Company or its reinsurers, any and all such information. I authorize all of these sources, except MIB, to give records or knowledge to any agency that the Company employs to collect and transmit such information. The Company will not release any information to any person or organization except to reinsuring companies, MIB, or other persons or organizations performing business or legal services in connection with my application or claim, or as may be otherwise lawfully required or as I may authorize later. I understand that I may request to be interviewed in connection with the preparation of an investigative consumer report. I understand that I am entitled to receive a copy of the investigative consumer report upon request. I understand that I may request a copy of this authorization and that a photographic copy will be as valid as the original, and either shall remain in effect for a period of two years from the date signed. I have the right to revoke this authorization by notifying the Company in writing. The Company may rely on my authorization prior to receiving my notice of revocation.

FRAUD STATEMENT - Any person who, with the intent to defraud or knowing that he/she is facilitating a fraud against an insurer, submits an application or files a claim containing false or deceptive statements is/may be guilty of insurance fraud and may be subject to fines and penalties.

		Signed at					
Signature of Proposed Insured	Date		City	State			
Signature of Owner (If Owner is corpora		,	gnee.)	Date			
	Agent ce	rtification					
Agent certification  (1)To the best of my knowledge and belief, the answers given to the questions in this application are full, complete, and true, and there is nothing adversely affecting the insurability of any person proposed for insurance, except as stated in this application; (2) that I gave the Medical Information Bureau Notification, Notice of Insurance Information Practices and Fair Credit Reporting Act Notification to the Proposed Insured; and (3) to the best of my knowledge and belief, the applicant □ does □ does not have any existing life insurance or annuities; and, the insurance applied for □ does □ does not replace existing insurance.							
Signature of Agent		Date	Age	ent's No.			

# **AGENT'S REPORT**

Name of Business Contact:					
Proposed Insured's Gross Annual Compensation:     Salary:     Benefits/Bonuses:      Additional Income:      Source:  3. Case Manager Name:	What is the purpose of this Insurance? (Please check that apply)  Benefit Expense Recovery Salary Continuation Deferred Compensation Incentive Compensation Split Dollar Survivor Income Key Person Other (Please Describe)				
Agents Entitle	d to Commission				
Name	Agent Number	% Commission			
Special I	nstructions				

# **Leave with Proposed Insured**

#### **Fair Credit Reporting Act Notification**

As part of North American Company for Life and Health Insurance's normal procedure of processing applications, we may obtain an investigative consumer report concerning such information as to your character, general reputation, and personal characteristics, except as may be related directly or indirectly to your sexual orientation. We will obtain this information through interviews with your friends, neighbors, and associates. You may make a written request to be personally interviewed when such a report is being prepared. You have the right to make a written request to receive a copy of the investigative consumer report. Further information on the nature and scope of the report, if one is made, is available upon request from North American Company for Life and Health Insurance.

#### **Notice of Insurance Information Practices**

You are our most important source of information, but personal information may also be collected from other persons. Such information, as well as other personal or privileged information our agent or we subsequently collect, may, in certain circumstances, be disclosed to third parties without your authorization.

We have established procedures to give you access to all personal information collected. You may request correction of such information in our files that you believe to be inaccurate.

We will provide a more complete description of the information practices of North American Company for Life and Health Insurance upon your request, in accordance with the requirements of the Insurance Information and Privacy Protection Law in effect in your state of residence.

#### **Medical Information Bureau Notification**

Information regarding your insurability will be treated as confidential. North American Company for Life and Health Insurance, or its reinsurers may, however, make a brief report thereon to the MIB, Inc., formerly known as Medical Information Bureau, a not-for-profit membership organization of insurance companies, which operates an information exchange on behalf of its members. If you apply to another MIB member company for life or health insurance coverage, or a claim for benefits is submitted to such a company, MIB, upon request, will supply such company with the information about you in its file. Upon receipt of a request from you, MIB will arrange disclosure of any information in your file. Please contact MIB at 866-692-6901 (TTY 866-346-3642). If you question the accuracy of the information in MIB's file, you may contact MIB and seek a correction in accordance with the procedures set forth in the Fair Credit Reporting Act. The address of MIB's information office is [50 Braintree Hill Park, Suite 400, Braintree, Massachusetts 02184-8734]. North American Company for Life and Health Insurance or its reinsurers may also release information from its file to other insurance companies to whom you may apply for life or health insurance, or to whom a claim for benefits may be submitted. Information for consumers about MIB may be obtained on its website at www.mib.com.

# STATEMENT OF VARIABILITY Policy Form Series 2560

The following is a list of bracketed items and the corresponding range of text and/or values.

Bracketed Item	Variable Text/Range
COMPANY LOGO, ADDRESS,	This information is bracketed for future flexibility in the event any of
WEBSITE AND OFFICER	this information should change.
SIGNATURES	and mornation around analigor
TYPE BASIC BENEFIT	Plan name
SCHEDULE OF BENEFITS -	Varies by policyowner
AMOUNT	
SCHEDULE OF BENEFITS -	Anniversary date closest to insured's age 121
MATURITY DATE	
SCHEDULE OF PREMIUMS -	Varies by policyowner
AMOUNT	
SCHEDULE OF PREMIUMS -	Varies by policyowner; may specify a number of years or "Single"
PERIOD	
INSURANCE DEPARTMENT	Varies by state of issue
CONTACT PHONE NUMBER	
INSURED	Varies by policyowner
ISSUE AGE AND SEX	Varies by policyowner
RATE CLASS	Preferred, Standard or Special if policy is extra rated
	If policy is extra rated, the heading on page 2 is asterisked and
	additional disclosure prints on page 2.
	If the policy is table rated, the following disclosure prints:
	YOUR POLICY WAS ISSUED IN A SPECIAL RATE CLASS. THIS TABLE
	OF MONTHLY GUARANTEED COST OF INSURANCE RATES PER
	\$1,000 REFLECTS A [XX]% INCREASE IN 2001 CSO MORTALITY
	[MALE] RATES. XX = the percentage amount of the increase and
	may range from 25-400% based on underwriting.
	If the policy has a flat extra rating, the following disclosure
	prints:
	YOUR POLICY WAS ISSUED IN A SPECIAL RATE CLASS. THIS TABLE
	OF MONTHLY GUARANTEED COST OF INSURANCE RATES PER
	\$1,000 REFLECTS A [\$X] PER \$1,000 INCREASE IN 2001 CSO
	MORTALITY [MALE] RATES FOR [Y] YEARS. X = the dollar amount
	of the additional premium and may range from \$1- \$50/thousand
	and Y = the number of years the additional premium applies and
	may range from 1 year to the duration of the policy, based on
	underwriting.
EFFECTIVE DATE	Varies by policyowner
POLICY NUMBER	Varies by policyowner
ISSUE DATE	Varies by policyowner
BASIC BENFIT AMOUNT	Varies by policyowner
OWNER	Varies by policyowner
DEATH BENFIT OPTION	1 Level Death Benefit; 2 Return of Policy Value
DEDUCTION DAY	Varies by policyowner
PAGE 2 SUB-HEADING OF	2001 CSO MALE; 2001 CSO FEMALE; 2001 CSO (M) COMPOSITE U ANB
MORTALITY TABLE NAME	when issued on a unisex basis in Montana
MINIMUM BASIC BENEFIT	\$5,000-\$25,000

AMOUNT	
TABLE OF POLICY VALUE	Percentages vary based on whether policy is issued under Guideline
PERCENTAGES	Premium Test or Cash Value Accumulation Test for qualification as life
	insurance.
POLICYOWNER SERVICE	Bracketed to reserve the right to change or delete addresses and contact
ADDRESS ON PAGE 2.1	information without re-filing this form

# STATEMENT OF VARIABILITY: Rider Form Series 4583

The following is a list of bracketed items and the corresponding range of text and/or values that appear on rider specification pages 1 and 2.

Bracketed Item			<u>Variable</u>	e Text/Range				
Company logo, address, website and officer signature	This information is bracketed for future flexibility in the event any of this information should change.							
Rider Effective Date	Effective date of the rider							
Rider Maturity Date	Anniversary date closest to annuitant's age 121							
Annuitant	Annuitai	nt's name at issue	9					
Issue Age and Sex	Annuitai	nt's issue age and	I sex at issue					
Owner	Owner's	name at issue						
Initial Premium	Initial p	remium payment						
Premium Expense Charge	Range: 0%-3.5%, based upon state of issue. The charge is 0%, except in the following states, where the ranges are:							
			<u>State</u>	<u>R</u>	<u>ange</u>			
			CA	0-	-2.35%			
			ME	0-	-2.00%			
			NV	0-	-3.50%			
			SD	0-	-1.25%			
			WV	0-	-1.00%			
			WY	0-	-1.00%			
		states, the charg the cost be amo						
Minimum Nonforfeiture Interest Rate		I-3%. Varies baseonges to the mini				with calendar		
Base Policy Number	The poli	cy number of the	base policy to	which the ride	er is attached.			
Maximum Surrender Charges	The Percent of Accumulation Value varies by the Annuitant's Issue Age:							
	Rider Year	<u>Max SC %</u> (Ages 18-56)	Max SC % (Age 57)	Max SC % (Age 58)	Max SC % (Age 59)	Max SC % (Age 60-65)		
	1 - 6	3.00%	3.00%	3.00%	3.00%	3.00%		
	7 - 8	2.00%	2.00%	2.00%	2.00%	2.00%		
	9	2.00%	2.00%	2.00%	2.00%	1.93%		
	10	1.00%	1.00%	1.00%	1.93%	0.97%		
	11	1.00%	1.00%	0.97%	0.97%	0.00%		
	12	1.00%	0.97%	0.00%	0.00%	0.00%		
Adjustment to Interest Rate Provision	This provision applies in CA, ME, NV, SD, WV, WY only. This provision will print on page 2 when elected by the policyowner. Within the Adjustment to Interest Rate provision, the following fields vary:							
	[0.XX%] represents the reduction to the current interest rate. The range is 0.00%-0.50% and varies based on the amount of the premium tax and the number of years the policyowner elects to amortize the amount.							
		esents the period ars and varies at t			rate is reduced	I. The range is		

# STATEMENT OF VARIABILITY Application Form Series 82-37

The following is a list of bracketed items and the corresponding range of text and/or values.

Bracketed Item	<u>Explanation</u>
Logo, Principal Office location and Corporate Markets Center Office location and contact information	Have been bracketed to reserve the right to change or delete addresses and contact information without re-filing this application
MIB address	Has been bracketed to reserve the right to update the address for future changes without re-filing this application.

# STATEMENT OF VARIABILITY Policy Form Series 2540

The following is a list of bracketed items and the corresponding range of text and/or values.

Bracketed Item	Variable Text/Range
COMPANY LOGO, ADDRESS,	This information is bracketed for future flexibility in the event any of
WEBSITE AND OFFICER	this information should change.
SIGNATURES	tine information should enanger
TYPE BASIC BENEFIT	Plan name
SCHEDULE OF BENEFITS -	Varies by policyowner
AMOUNT	
SCHEDULE OF BENEFITS -	Anniversary date closest to insured's age 121
MATURITY DATE	
SCHEDULE OF PREMIUMS -	Varies by policyowner
AMOUNT	
SCHEDULE OF PREMIUMS -	Varies by policyowner; may specify a number of years or "Single"
PERIOD	
INSURANCE DEPARTMENT	Varies by state of issue
CONTACT PHONE NUMBER	
INSURED	Varies by policyowner
ISSUE AGE AND SEX	Varies by policyowner
RATE CLASS	Preferred, Standard or Special if policy is extra rated
	If policy is extra rated, the heading on page 2 is asterisked and
	additional disclosure prints on page 2.
	If the policy is table rated, the following disclosure prints:
	YOUR POLICY WAS ISSUED IN A SPECIAL RATE CLASS. THIS TABLE
	OF MONTHLY GUARANTEED COST OF INSURANCE RATES PER
	\$1,000 REFLECTS A [XX]% INCREASE IN 2001 CSO MORTALITY
	[MALE] RATES. XX = the percentage amount of the increase and
	may range from 25-400% based on underwriting.
	If the policy has a flat extra rating, the following disclosure
	prints:
	YOUR POLICY WAS ISSUED IN A SPECIAL RATE CLASS. THIS TABLE
	OF MONTHLY GUARANTEED COST OF INSURANCE RATES PER
	\$1,000 REFLECTS A [\$X] PER \$1,000 INCREASE IN 2001 CSO
	MORTALITY [MALE] RATES FOR [Y] YEARS. X = the dollar amount
	of the additional premium and may range from \$1- \$50/thousand
	and Y = the number of years the additional premium applies and
	may range from 1 year to the duration of the policy, based on
	underwriting.
	3
EFFECTIVE DATE	Varies by policyowner
POLICY NUMBER	Varies by policyowner
ISSUE DATE	Varies by policyowner
BASIC BENFIT AMOUNT	Varies by policyowner
OWNER	Varies by policyowner
DEATH BENFIT OPTION	1 Level Death Benefit; 2 Return of Policy Value
DEDUCTION DAY	Varies by policyowner
PAGE 2 SUB-HEADING OF	2001 CSO MALE; 2001 CSO FEMALE; 2001 CSO (M) COMPOSITE U ANB
MORTALITY TABLE NAME	when issued on a unisex basis in Montana
MINIMUM BASIC BENEFIT	\$5,000-\$25,000

AMOUNT	
TABLE OF POLICY VALUE	Percentages vary based on whether policy is issued under Guideline
PERCENTAGES	Premium Test or Cash Value Accumulation Test for qualification as life
	insurance.
POLICYOWNER SERVICE	Bracketed to reserve the right to change or delete addresses and contact
ADDRESS ON PAGE 2.1	information without re-filing this form